THE

LAND TENURES OF MALABAR.

BEING

A REPORT BY MAJOR WALKER.

COPYRIGHT

OF

THE MADRAS GOVERNMENT,

AND

REPRINTED WITH THE PERMISSION OF THE GOVERNMENT.

This Report is printed for information and not as a decisive authority on the questions discussed.

COCHIN:

PRINTED BY THE PROPRIETORS OF THE "WESTERN STAR"

THE "WESTERN STAR" PRESS.

1879.

[Price:—Rs. 5 per copy:—Cash.]

L 44eo44

REPORT

UPON THE TENURES AND FORMS OF TRANSFER OF LAND IN MALABAR

BY

MAJOR WALKER.

20*th July*, 1801.

In the following relation will be found an account of the tenures, by which lands are held and conveyed in Malabar.

First as to the mode and condition of assigning Jenmam (ജന്മം) property.

The * Attipetola (അട്ടിപ്പേറോല) is the last Karanam (കരണം) or deed executed on this occasion, and without it no sale of that species of property can be valid.

At the conclusion of the transaction, and at the time of executing this deed, which completes the purchase, six persons must be present, viz.,

One of the caste of the Jenmakar (ജന്മക്കാർ); one of his near relations or kindred; the heir; a person on the part of the Rajah (രാജാവ) or Sovereign, who must be apprized of the transaction; the person who draws out the Karanam (കരണം) or deed; and the Deshawali (ദേശവാഴി) the chief of the village or district.

To trace the process to be observed in disposing of Jenmam (ജന്മം) property, let us take, for the sake of example, a paramba (പറമ്പ) that pays a pattam (പാട്ടം) or rent of 50 fanams, and is valued at 1,500, that is,

---

* Attipet Ola, Vide A.

the land. Neither the rent nor the Jenmam dravyam (ജന്മദ്രവ്യം) (the price of the Jenmam) are specified in the Karanam Attipetola (അട്ടിപ്പെറോലക്കരണം). *

In addition, and previous to this deed, there are three others, in which those particulars are mentioned in express terms. These deeds are nir mutal (നീർമുതൽ) or kudima nir (കുടിമനീർ), ottikumpuram (ഒറ്റിക്കുമ്പുറം) and kayividu otti (കയിവിടൊറ്റി).

* Kayividu otti (കയിവിടൊറ്റി), literally, the deed received from the hand, is that which must be first executed. In this karanam (കരണം) the sum of 1,000 fanams will appear paid to the jenmakar (ജന്മക്കാർ) as the value of the paramba (പറമ്പ). The 500 fanams, which remain to complete the purchase, are a compensation for the jenmam (ജന്മം) right, always estimated as equal to one-half of the real worth of the estate.

The pattam (പാട്ടം) of fifty fanams is calculated at the rate of five per cent. (the usual rate of valuing land in Malabar) on the sums specified in the kayividu otti karanam (കയിവിടൊറ്റിക്കരണം), which is called the otti dravyam (ഒറ്റിദ്രവ്യം).

By this deed the jenmakar (ജന്മക്കാർ) consigns the paramba (പറമ്പ) and its produce to the jenmam kollunnavan (കൊള്ളുന്നവൻ), or purchaser. The jenmakar, (ജന്മക്കാർ) however, still retains his jenmam (ജന്മം) right, which precludes the kollunnavan (കൊള്ളുന്നവൻ) from disposing of the paramba (പറമ്പ) for more than he paid for it; or on any other terms than on those he acquired it. But after executing the deed kayividu otti (കയിവിടൊറ്റി), the jenmakar (ജന്മക്കാർ) is not at liberty to revoke it, or to demand the paramba (പറമ്പ) back by returning the money, which he received from the jenmam kollunnavan (കൊള്ളുന്നവൻ).

---

* Kayividu Otti, Vide B.

In this state the kollunnavan (കൊള്ളുന്നവൻ) may be considered as the proprietor; should he, however, be willing to restore the paramba (പറമ്പ) and to receive his money back, the jenmakar (ജന്മക്കാർ) is entitled to the first offer. But should the jenmakar (ജന്മക്കാർ) be unable or unwilling to repay the otti dravyam (ഒററിദ്രവ്യം) the kollunnavan (കൊള്ളുന്നവൻ) is then at liberty to dispose of his tenure in the same manner as he procured it to any person. The successor stands exactly in the same relation to the jenmakar (ജന്മക്കാർ) as the original kollunnavan (കൊള്ളുന്നവൻ), who before he concludes the second sale must give a declaration to that effect in writing. In this manner the property may be transferred as often as the parties think fit. The jenmakar (ജന്മക്കാർ) or any other person receiving back or purchasing the paramba (പറമ്പ) is liable to pay for the improvements of the kollunnavan (കൊള്ളുന്നവൻ). It is not supposed that he is sufficiently remunerated by the benefits of a temporary possession. When the jenmakar (ജന്മക്കാർ) is unable to redeem his estate, or from any other hard necessity chooses to part with the entire jenmam (ജന്മം), he must make the first offer to the kollunnavan (കൊള്ളുന്നവൻ). In this case the kollunnavan (കൊള്ളുന്നവൻ) must either accept the offer, or return the paramba (പറമ്പ) to the jenmakar (ജന്മക്കാർ), that he may relieve himself by selling it to another, and repay the sum advanced for the kayividu otti karanam (കയിവിടു ഒററിക്കരണം).

But if the kollunnavan (കൊള്ളുന്നവൻ) accepts the offer, and agrees to buy the jenmam (ജന്മം) of the paramba (പറമ്പ), it remains to execute the other karanams (കരണങ്ങൾ). In each of the deeds, (നീർ മുതൽ) or kudima nir (കുടിമ നീർ), and ottikumpuram (ഒററിക്കുമ്പുറം), 200 fanams in addition to the sum already paid are specified. These payments, inserted in two separate deeds, are calculated at the rate of twenty per cent. on the sum mentioned in the karanam kayividu otti (കയിവിടു ഒററിക്കരണം). But as the whole will only

amount to 1,400 fanams, and the paramba (പറമ്പ) is valued at 1,500, there remains still 100 to be paid. This balance is not paid until the attipettola (അട്ടിപ്പേറോല) is delivered, and is not mentioned in any of the karanams (കരണങ്ങൾ).

The attipettola (അട്ടിപ്പേറോല) is not delivered until the kollunnavan (കൊള്ളുന്നവൻ) receives water from the hands of the jenmakar (ജന്മക്കാർ).

After this ceremony, he is confirmed in all the seignorial rights of the jenmakar (ജന്മക്കാർ), and the entire freehold property of the paramba (പറമ്പ) is transferred to him. The ceremony of the jenmakar (ജന്മക്കാർ) presenting water to the kollunnavan (കൊള്ളുന്നവൻ) is performed in the following manner. The six persons who were present at the drawing up of the attipetola (അട്ടിപ്പേറോല) attend. In their presence the jenmakar (ജന്മക്കാർ) brings a ghandi (കിണ്ടി) of water from the paramba (പറമ്പ) which is under disposal. Into this vessel a few grains of rice and some flowers are previously put, and the kollunnavan (കൊള്ളുന്നവൻ) adds two fanams or nir kanam (നീർ കാണം) to it, nir (നീർ) signifies water, and kanam (കാണം) is literally value, equivalent, valuable consideration, a sum of money : the expression is explained, the price of the water. The Jenmakar (ജന്മക്കാർ), holding the vessel in his hands, informs the heir and the attendants that he is going to make over his jenma paramba (ജന്മപ്പറമ്പ) (naming it) to such a person, and with their consent pours the water of the ghandi കിണ്ടി) saying, "I give you the water of——————paramba (പറമ്പ) to drink." The kollunnavan (കൊള്ളുന്നവൻ) at this time standing, his left hand supporting the right, which is held close to his mouth, receives a little of the water in that hand, and drinks it. If the purchaser be of a higher class than the seller, he receives it without drinking it, but washes with it, first his face, and then his feet. The giver performs

this ceremony with his back to the east; the receiver stands with his back to the west. When this ceremony is finished, the seller takes up the two fanams in the ghandi (കിണ്ടി), and retains them in his possession. These fanams, as mentioned before, are called nir kanam (നീർകാണം), being a return, or an exchange, as the name implies, for the water bestowed by the jenmakar (ജന്മക്കാർ).

There is no caste, high or low, exempted from these forms, in the purchase of jenmam (ജന്മം) property; but there is a distinction admitted in favour of the Rajahs (രാജാക്കന്മാർ), which is in this case refused to the Brahmans (ബ്രാഹ്മണർ).

A Rajah (രാജാവ) may dispose of his own jenmam (ജന്മം) by his royal grant. In buying or appropriating to himself the jenmam (ജന്മം) of another person, it is not required of him to execute any karanam (കരണം). A certificate of the person whose jenmam (ജന്മം) he assumes is sufficient, mentioning that he has transferred his paramba (പറമ്പ) to the Rajah (രാജാവ).

A little time before the water is presented, it is necessary that the four karanams (കരണങ്ങൾ) should be signed: the purchaser then pays four fanams to the jenmakar (ജന്മക്കാർ). This is called opu kanam (ഒപ്പു കാണം), the present on signing (opa, signature).

At the time of drinking the water, 4 fanams are also given to the heir by the buyer. This is called anandravan nadu kanam (അനന്തരവൻ നടു കാണം); Anandravan (അനന്തരവൻ), signifying an heir; nadu (നടു), the middle of, between two; a present to the heir, and referring to his situation in respect to the buyer and seller.

The purchaser must likewise give on this occasion eight fanams to the person who draws out the karanams (കരണക്കാർ). This is called tushi kanam

(തു[illegible]കാണം): tushi (തുഷി), being the iron style or Malabar instrument for writing. The reward or present customary for the writer's trouble on this occasion.

A further present must at the same time be made of two or four fanams to the company, for their attendance. This is called simply nadu (നാട), alluding to the interposition or agency of the parties as advisers between the jenmakars (ജന്മക്കാർ) and kollunnavan (കൊള്ളുന്നവൻ). This present like all the foregoing is at the expense of the purchaser.

* This transaction concludes with an ancient fee to the Rajah (രാജാവ) or Sovereign, which is levied on the seller as well as purchaser. This is ten per cent. on the jenmam (ജന്മം) value of the paramba (പറമ്പ) which is paid in equal shares by both. They are then each entitled to a certificate in confirmation of the transaction.

The payment of this fee to the Rajah (രാജാവ) is discontinued since the collection of the revenue has been made by the Company.

If an heir (anandravan) (അനന്തരവൻ), the person second to the jenmakar (ജന്മക്കാർ) and eventually to become sole possessor) should object to the sale of a jenmam (ജന്മം) estate, the business can proceed no further, but must be deferred until consent shall be obtained. In withholding his assent, he is not obliged to assign any reason.

The Rajah (രാജാവ) may advise, but cannot prevent a jenmakar (ജന്മക്കാർ) disposing of his estate.

The jenmakar (ജന്മക്കാർ) may, however, let out a paramba (പറമ്പ) on kanam (കാണം) or mortgage, and for pattam (പാട്ടം), or rent without the privacy or consent of the heir.

* Note I.

If a purchase of jenmam (ജന്മം) land is made with all this care and attention, it may be held in spite of any claimant that may afterwards appear.

Attipet ola (അട്ടിപ്പേറോല). Attipera (അട്ടിപ്പേറ്) to pluck up by the root, implying that thus the jenmakar (ജന്മക്കാറ്) is entirely dispossessed of his estate; ola (ഓല), a cadjan, writing; hence the karanam (കരണം) is called the attipet ola (അട്ടിപ്പേറോല), a name strongly expressive of its meaning.

The ceremony of presenting water and drinking it is typical, and refers to a circumstance in the fabulous history of Malabar. It is also emblematical. The paramba (പറമ്പ) being supposed by this means to be transferred into and fixed to the body of the purchaser. It may, perhaps, besides, bear some reference to the feudal rights, which are always more or less connected with the possession of land in Malabar; should a jenmakar (ജന്മക്കാറ) dispose, as he may do, of his paramba (പറമ്പ) at once, all the karanams (കരണങ്ങൾ), which have been mentioned, are nevertheless necessary to be executed.

If any of the inferior karanams (കരണങ്ങൾ) should be mislaid, or lost, one of them will be sufficient to ascertain the value of the paramba (പറമ്പ), by calculating on the sum specified in the deed, at the rate of twenty per cent. of the kayividu otti (കയ്‌വിടൊറ്റി) or two hundred fanams. If this be multiplied by five, as being known invariably to be the fifth part of the value of the estate, the sum paid by the purchaser will be immediately discovered; the real price of the land or paramba (പറമ്പ) which is the object we desire to ascertain. The value of the jenmam (ജന്മം) is constantly one-half of the price of the paramba (പറമ്പ). It is evident that the karanam attipet ola (അട്ടിപ്പേറോല കരണം) could not answer the purpose, as there is no sum of money specified in it.

* The jenmakar (ജന്മക്കാർ) will most probably, unless his necessities are very pressing, wish to proceed by degrees in disposing of his jenmam (ജന്മം) in the expectation of resuming according to events that right, esteemed by the inhabitants of Malabar as almost sacred. In this case the kollunnavan (കൊള്ളുന്നവൻ), when he has executed the karanam kayividu otti (കയ്‌വിടൊറ്റിക്കരണം) has to execute next the karanam ottikumpuram (കരണം ഒറ്റിക്കുംപുറം) and to pay a further sum calculated at the rate of twenty per cent. on the original amount. In the example, which we are at present considering, this amounts to two hundred fanams, and is, as has already been mentioned, inserted in the karanam (കരണം). By virtue of the deed ottikumpuram (ഒറ്റിക്കുംപുറം), the kollunnavan (കൊള്ളുന്നവൻ) may assume two-thirds of the jenmam (ജന്മം) rights, and dispossess the original jenmakar (ജന്മക്കാർ) of so much authority. The kollunnavan (കൊള്ളുന്നവൻ) then becomes jenmakar (ജന്മക്കാർ) over two-thirds of the paramba (പറമ്പ).

While the paramba (പറമ്പ) remains in this predicament, some of the jenmam (ജന്മം) rights are suspended, or left divided between the parties, that is, they cannot be exercised but by mutual agreement or previous permission; neither the jenmakar (ജന്മക്കാർ) nor the person, who is in some degree elevated to the same rank, can burn or bury a corpse on the paramba (പറമ്പ,) nor cut a tree belonging to it, without the consent of the other. It is thus in the power of either party to prevent the other from exercising these privileges.

When the deed ottikumpuram (ഒറ്റിക്കുംപുറം) is being executed, there is no necessity for any witness, except the person, who draws out the karanam (കരണം) and the heir, whose concurrence is absolutely necessary.

---

* Ottikumpuram VIDE C. (sic orig.)

The word ottikumpuram (ഒററിക്കും പുറം) is compounded of ottikum, (ഒററിക്കും) to cover or lay hold of, puram, (പുറം) after, or next; the deed of security or seizure which succeeds that of kayividu otti (കയ്വിടു ഒററി); implying figuratively that the paramba (പറമ്പ) is lost to the jenmakar (ജന്മക്കാര്) (covered or concealed from him). But there are two other deeds which the jenmkar (ജന്മക്കാര്) will be disposed to have recourse to, rather than those that lead to the loss of his jenmam (ജന്മം). These are otti (ഒററി) and ottikulikanam (ഒററിക്കുഴിക്കാണം), which will be particularly explained hereafter. In each of them the same amount will appear as kayividu otti (കയ്വിടു ഒററി), but not so strictly specified, and the tenures are redeemable whenever the jenmakar (ജന്മക്കാര്) pleases.

If the wants of the jenmakar (ജന്മക്കാര്) should still continue, he may relieve them by getting the * nir mutal (നീര്മുതല്) or kudima nir karanam (കുടിമ നീര് കാരണം) executed on his paramba (പറമ്പ). By this means, he will receive twenty per cent. more on the kayividu otti (കയ്വിടു ഒററി), or according to the example we have taken, two hundred fanams. The consent of the heir is also necessary on this occasion, and he must be present. No other witness is required besides him and the writer of the deed.

When the jenmakar (ജന്മക്കാര്) has executed the mutal (മുതല്) or kudima nir karanam (കുടിമ നീര് കാരണം), he loses seven-eighths of his authority over the paramba (പറമ്പ), and the power of the kollunnavan (കൊള്ളുന്നവന്) receives a proportional increase. It is thus that he surrenders his jenmam (ജന്മം) rights by degrees, and the tenacious manner in which he quits them is the strongest proof of the high value at which they are rated. In this state, however, the power of the kollunnavan (കൊള്ളുന്നവന്) preponderates, and he

* Nir Mutal, or Kudima Nir, VIDE D.

may now perform funeral obsequies without asking permission; a privilege which the jenmakar (ജന്മക്കാര്) cannot in this situation of the property exercise." But the liberty of cutting trees is still balanced. After the execution of this deed, as well as that of ottikumpuram (ഒററികുമ്പുറം), the jenmakar (ജന്മക്കാര്) has no method of recovering the right he has sold, but by the offer of the kollunnavan (കൊള്ളുന്നവൻ).

Nir mutal (നീര്മുതൽ) is a compound of two Sanscrit words; nir (നീര്) water, mutal (മുതൽ) property; that the property is conveyed into the body and attached to it by means of the water. Kudima nir (കുടിമനീര്), another name for the same karanam (കരണം), is also a Sanscrit compound; kudima (കുടിമ), a family; nir (നീര്), water; implying that the water of the paramba (പറമ്പ) is thus secured for the use of himself and his posterity. The phrase kudima nir (കുടിമനീര്) is in use among the inhabitants of Cochin and to the southward chiefly; but that of nir mutal (നീര്മുതൽ) is more properly and generally the language within the province of Malabar. There is another interpretation of these karanams (കരണങ്ങൾ), which is, that the water is a typical gift for the further advance of twenty per cent. on the sum in the kayividu otti karanam (കയിവിടൊററികരണം.)

This is the last step, which can be taken by the jenmakar (ജന്മക്കാര്) without parting with the rights of his ancestors for ever.

"It is now," observed my Malabar informant, with a pious fervour, "that the divine superintendence will in its goodness look with an eye of compassion on the situation of the jenmakar (ജന്മക്കാര്). Through the favor of Iswara (ഈശ്വരൻ), he may still keep possession of an estate created for his support." This sentiment refers to the meaning attached to the word jenmam (ജന്മം), which at this day implies a land

created for the possessor. The word jenmam (ജന്മം) is life, generation; nothing is supposed to be more disgraceful than to dispose of jenmam (ജന്മം) rights even after the essential advantages of the estate are gone, and nothing remains but a nominal superiority, and a very remote chance of redemption. This hope, however, is cherished to the last; for as they observe, fortune never sits on an equipoised balance. The jenmakar (ജന്മക്കാര്) may become rich and the kollunnavan (കൊള്ളുന്നവന്) in want. Then the former has every prospect of recovering his property, as, if the latter should dispose of it, he must give him the first offer.

It is, however, the business of the kollunnavan (കൊള്ളുന്നവന്) to increase his greatness, by purchasing the entire jenmam (ജന്മം) right: he will, therefore, seize the opportunity, at the time of executing the first deed, or probably, with more prospect of success, when the necessities of the jenmakar (ജന്മക്കാര്) have reduced him to have recourse to nir mutal (നീര്മുതല്), to prevail on him to make over the jenmam (ജന്മം) of the paramba (പറമ്പ).

Should he succeed, or should the jenmakar (ജന്മക്കാര്) be disappointed in his hopes of recovering the estate, and obliged to seek for further relief, nothing remains but to execute the attipet ola (അട്ടിപ്പേറോല), which entirely dispossesses him of his jenmam (ജന്മം); the rights and privileges of which are assumed by the kollunnavan (കൊള്ളുന്നവന്), as well as the name of jenmakar (ജന്മക്കാര്).

* The manner of executing this deed has been already mentioned. It is concluded by the present of water, and the payment of one hundred fanams, which completes the sum of fifteen hundred, the full value of the paramba (പറമ്പ).

---

* Note 2.

In former times, the transfer of jenmam (ജന്മം) was made by presenting water before witnesses, and the whole performance was verbal; but when the kali yugam (കലിയുഗം) commenced, water and words were found insufficient.

The Brahman saw the degeneracy of mankind, and translated into the Malabar tongue the book Vyavaharamala (വ്യവഹാരമാല), from which the karanams (കരണങ്ങൾ) attached to this account are extracted. The period at which the book was translated is said to be 4,002 years ago.

Such are the methods by which land obtained by inheritance and held as a freehold may be disposed of in Malabar. The following are the restrictions and regulations, under which jenmam (ജന്മം) property may be mortgaged and leased.

FIRST OF LEASE.

* This subject will be best illustrated and understood by an example.

A jenmakar (ജന്മക്കാർ) values the pattam (പാട്ടം), or rent of a paramba (പറമ്പ), which he is desirous of letting, at fifty fanams a-year. He demands 100 fanams as kanam (കാണം). This word in Sanscrit signifies a small quantity of any thing.

A pattakar (പാട്ടക്കാർ) or renter appears: the parties proceed together to the paramba (പറമ്പ) accompanied by certain of their neighbours, whom they summon for the purpose of estimating the annual produce of the estate. These assessors of the pattam (പാട്ടം) are called pattam jenmam mariyada ariyunnavar (പാട്ടം ജന്മം മര്യാദ അറിയുന്നവർ), persons acquainted with the

* Lease, Kanam Patam, VIDE E.

customs of kanam (കാണം) and jenmam (ജന്മം). The pattam (പാട്ടം) is reckoned at the rate of two-thirds of the real produce to the jenmakaran (ജന്മക്കാരൻ), reserving one-third to the pattakaran (പാട്ടക്കാരൻ). Thus, suppose a paramba (പറമ്പ) is judged to produce 600 cocoa-nuts in the course of a year, 200 are deducted for the benefit of the pattakaran (പാട്ടക്കാരൻ), and a moderate price being fixed on the remaining 400, commonly 3 fanams per 100, that sum is paid to the jenmakaran (ജന്മക്കാരൻ). This amount is almost invariably discharged in cash, and is called pattam. At Calicut and some places on the sea-coast, the jenmakaran (ജന്മക്കാരൻ) receives the pattam (പാട്ടം) cocoa-nuts at the rate of four fanams per hundred. By paying his rent in money, and the articles of produce being moderately valued, the pattakaran (പാട്ടക്കാരൻ) has the advantage of carrying his cocoa-nuts to the market, when he generally gains considerably. Betel-nuts, Jacks, and other fruit trees are assessed on similar principles.

The pattam (പാട്ടം) on batty fields goes under the several names of wayalppattam (വയൽപ്പാട്ടം), nelppattam (നെല്പാട്ടം), kandam (കണ്ടം), padam (പാടം), ubhayam (ഉഭയം), and ulppattipattam (ഉല്പത്തിപ്പാട്ടം). The two last appellations are most in use to the southward; the others from Calicut to Cheracal; nelppattam (നെല്പാട്ടം) is the most general term for growing rice, and rice in the husk; kandam (കണ്ടം) is a division or piece of anything; nelkandam (നെൽക്കണ്ടം) is the space of a paddy field between the ridges or banks; padam (പാടം) is properly a range of batty fields, a valley; ubhayam (ഉഭയം) and ulppatti (ഉല്പത്തി) are indiscriminate names for individual property in the padam (പാടം); the pattam (പാട്ടം) on rice grounds is fixed previous to the sowing of the seed. It depends on the quantity of seed sown, or rather, according to the calculation of the inspectors, on the quantity that the ground by proper cultivation is capable of receiving, and may be expected to yield. The produce of land in Malabar varies from three to

thirty fold, and by some accounts the difference is still greater. The kanam jenmam mariada ariyunnavar (കാണം ജന്മ മൎയ്യാദ അറിയുന്നവര്‍) form a judgement therefore of the circumstance, according to the quality of the land. The pattakaran (പാട്ടക്കാരന്‍) is only required to pay that part of the produce which the assessors have judged to the jenmakaran (ജന്മക്കാരന്‍) as pattam (പാട്ടം), and he is allowed to reap the entire benefits that may arise afterwards from improvements. The pattam (പാട്ടം) of batty fields is paid in kind according to the deed executed with the jenmakar (ജന്മക്കാരന്‍). This is rigidly insisted on, and supposed to be less favourable to the kudian (കുടിയാന്‍) than a money rental.

The following example will show clearly the appropriation of the produce of land, and the shares that belong to the jenmakaran (ജന്മക്കാരന്‍) and pattakaran (പാട്ടക്കാരന്‍) respectively.

Suppose a piece of land in a state of cultivation to be let that will receive ten paras (പറകള്‍) of seed; on looking at the soil, the people who are appointed to judge this matter, estimate its produce at nine fold or ninety paras (പറകള്‍). The quantity of seed sown or ten paras (പറകള്‍) is first deducted; a little less than a fourth part or twenty paras (പറകള്‍) is also deducted to defray the expense of cultivation. The remainder of the gross produce, or sixty paras (പറകള്‍), will remain to be disposed of: this is divided into three parts, two of which belong to the jemmakaran (ജന്മക്കാരന്‍) and one to the pattakaran (പാട്ടക്കാരന്‍). Thus is this circumstance determined by the quantity of seed sown, and its estimated produce. It may be observed that the first care is to repay the expenses of cultivation. The profits afterwards depend on a favourable season or a fruitful soil. After the first expenses are deducted, the two thirds that remain are called the pattam (പാട്ടം); and it is this amount that only appears in the deed or karanam (കരണം) executed between the proprietor and the renter.

In leasing tarisa (തരിശ) or waste lands, the following is the usual condition. Should any person wish to bring lands in this state into cultivation, he must obtain the jenmakar's (ജന്മക്കാരന്റെ) consent. There is nothing deducted for seed or the expenses of cultivation; but whatever may be the produce, the cultivator pays two measures out of ten to the proprietor of the soil. When the season of reaping arrives the jenmakaran(ജന്മക്കാരൻ)either in his own person or by a deputy receives two paras (പറകൾ) out of ten, which is his proportion. The same rule holds in ponom (പൊനം) or jungle cleared cultivation. Two paras (പറകൾ) out of ten of the kind of produce belong to the jenmakaran (ജന്മക്കാരൻ). It would appear that to be certain of this share, which cannot be easily estimated beforehand, a person commonly attends while the crop is being reaped, on the part of the jenmakaran (ജന്മക്കാരൻ). His proportion is called varam (വാരം), meaning the rights or dues of the jenmakaran (ജന്മക്കാരൻ). These are called pona varam (പൊനവാരം) when they arise from the cultivation of a jungle; if from a paramba (പറമ്പ) simply varam (വാരം) or paramba varam (പറമ്പ വാരം). Varam (വനം) in Sanscrit is a forest, varam (വാരം) a right or due: instead of vanam varam (വനവാരം), they have in Malabar corrupted the expression to pona varam (പൊനവാരം).

The kanam kondavan (കാണം കൊണ്ടവൻ), the tenant, or the person who gives security to pay the pattam (പാട്ടം), is obliged to perform certain gratuitous services to the jenmakaran (ജന്മക്കാരൻ). At the feast of Onam (ഓണം) he pays him 2 fanams. The same acknowledgement must be made at that period by the kudians (കുടിയന്മാർ), who execute the karanams (കരണങ്ങൾ) of verum pattam (വെറും പാട്ടം), kuzshi kanam (കുഴിക്കാണം,) adima jenmam (അടിമ ജന്മം), and azshi, or arye kuzshi kanam (അഴി കുഴി കാണം).

The usual period of a lease is limited from three to six years. The paramba (പറമ്പ), if the parties think necessary, undergoes a new inspection ; as the produce may have increased or diminished, the pattam (പാട്ടം) is fixed on renewing the karanam (കരണം). On the renewal of his lease, the pattakaran(പാട്ടക്കാരൻ) makes an advance as a present of half the pattam (പാട്ടം) to the jenmakaran (ജന്മക്കാരൻ).

Although this is the customary period for leasing lands, if it is agreeable to the parties, the number of years may be extended or reduced at their pleasure; but a lease in every case must expire with the life of the jenmakaran(ജന്മക്കാരൻ). It must be renewed by the heir. The pattakaran (പാട്ടക്കാരൻ) must pay an entire year's pattam (പാട്ടം), and suffer a deduction, or make an addition of thirteen fanams per cent. on the kanam (കാണം) money. The karanam (കരണം) will be then executed according to the original equivalent or kanam (കാണം).The deed must also be renewed on the death of the pattakaran (പാട്ടക്കാരൻ)liable to the above burthens to his family, should the jenmakaran(ജന്മക്കാരൻ) be disposed to continue the lease to them ; but this is at his option, as he may on its expiration in any manner dispose of the paramba (പറമ്പ), as may be most agreeable to himself.

The rules by which a rajah's (രാജാവ) jenmam (ജന്മം) is leased are different. The lease of a rajah's (രാജാവ) jenmam (ജന്മം) paramba (പറമ്പ) is made to last for his life, or during that of the pattakaran(പാട്ടക്കാരൻ) and is not necessary to be renewed at fixed periods, *i. e.* it expires on the death of the rajah (രാജാവ), or of the pattakaran(പാട്ടക്കാരൻ)during the period of the lease, let it be ever so long, the pattam (പാട്ടം) undergoes no alteration. It may however be revised w hen renewed on this event, the pattakaran (പാട്ടക്കാരൻ)must pay to the rajah (രാജാവ) the amount of one year's pattam (പാട്ടം), and make him a present, or suffer a deduction equal to

twenty-three per cent. on the kanam (കാണം) money. The kudiyans (കുടിയാന്മാർ) by this means are in a more favourable situation than those of other jenmakaran (ജന്മക്കാരൻ), but as the rajahs (രാജാക്കന്മാർ) seldom attain that dignity until they are advanced in years, the advantage is less than may be imagined. They are obliged besides to perform greater services, and to pay four fanams at the feast of Onam (ഓണം), which is double that required from the ordinary kudiyans (കുടിയാന്മാർ). In every case the pattakaran (പാട്ടക്കാരൻ) pays four fanams oppu kanam (ഒപ്പുകാണം), and two fanams as tushi kanam (തുശിക്കാണം). The pattakaran (പാട്ടക്കാരൻ) of a rajah (രാജാവ) pays double: when the kanam jenmam mariyada ariyunnawar (കാണം ജന്മം മൎയ്യാദ അറിയുന്നവർ) have confirmed the demand of rent made by the jenmakaran (ജന്മക്കാരൻ), and the pattakaran (പാട്ടക്കാരൻ) has agreed to the lease, he proceeds to pay his kanam (കാണം) and to execute his karanam (കരണം). We have in the present example taken an annual pattam (പാട്ടം) of fifty fanams, and a kanam (കാണം) of a hundred. It has been already explained that this kanam (കാണം) is a sum of money deposited in the hands of the jenmakaran (ജന്മക്കാരൻ), as a security in case the kudian (കുടിയാൻ) should fail to pay his yearly rent. Should the kudiyan (കുടിയാൻ) neglect his payment, the jenmakaran (ജന്മക്കാരൻ) reimburses himself from the kanam (കാണം) money; but if he is punctual in this respect, the sum in deposit bears a yearly interest of seven per cent.* and a half, which the kudiyan (കുടിയാൻ) deducts from the rent. Formerly this interest was fixed at five per cent., but it rose after the Mahomedan conquest to the present rate.

In case the jenmakaran (ജന്മക്കാരൻ) changes his pattakar (പാട്ടക്കാരൻ) or demands the paramba (പറമ്പ) back from his kudiyan (കുടിയാൻ), he must repay the original

* Note 4.

kanam (കാണം) with the interest, and also kuzshi kanam (കുഴിക്കാണം), or a sum of money equal to the expense or value of the improvements introduced by the tenant.

There is besides this provision for the payment of improvement, which ought to follow care and good management in every case, a particular deed, which will be hereafter explained, called kuzshi kanam (കുഴിക്കാണം), expressly contrived to better agriculture, and to bring lands into a state of cultivation.

But should the kudiyan (കുടിയാൻ) have neglected the estate, and the produce by that means be diminished, the loss will be made good to the jenmakaran(ജന്മക്കാരൻ from the kanam (കാണം) money. On either of these events, people are assembled to ascertain the amount due to the parties.

In case the kudiyan (കുടിയാൻ) should, of his own accord, be desirous to return the paramba (പറമ്പ) to the jenmakar(ജന്മക്കാരൻ)he must sustain a deduction of of twenty per cent. on the sum in deposit. This is called sakshi (സാക്ഷി), literally a witness, or a fee for liberty to return an estate, the benefits of which he has been some time in enjoyment of.

In this case, however, the jenmakaran(ജന്മക്കാരൻ) is likewise obliged to pay kuzshi kanam (കുഴിക്കാണം), should the improvements exceed sakshi (സാക്ഷി) ; and the kudiyan (കുടിയാൻ) is liable to forfeit the whole of of his kanam money, should there be any loss in the originally estimated produce of the paramba (പറമ്പ).

The jenmakaran (ജന്മക്കാരൻ) may revoke a lease before it expires at any period, excepting at the season of produce, on paying the pattakar(പാട്ടക്കാരൻ)his kanam (കാണം), the expense of executing the karanam (കരണം), and double the value of kuzshi kanam (കുഴിക്കാണം).

‡ The power and rights of the karanam (കരണം) panaya patta (പണയപ്പാട്ടം).

What is observed of kanam patam (കാണപ്പാട്ടം) is applicable to panaya pattam (പണയപ്പാട്ടം). The former is the true *tenure*. A kanakaran (കാണക്കാരൻ) on panaya pattam (പണയപ്പാട്ടം) seldom receives anything for his improvements during his lease; and if kuzshi kanam (കുഴിക്കാണം), it becomes a new tenure.

Any sum less than the otti (ഒററി), which amounts to the full value of the paramba (പറമ്പ), is called kanam (കാണം). The price of a paramba (പറമ്പ) for instance is 1,000 fanams; now the kanam (കാണം) may be 400,500, and even 999 fanams. It is in short whatever the jenmakaran (ജന്മക്കാരൻ) may demand on his paramba (പറമ്പ), and the kudian (കുടിയാൻ) may agree to pay.

On executing the karanam (കരണം) for panaya pattam (പണയപ്പാട്ടം), the kudian (കുടിയാൻ) pays two fanams as tushi kanam (ഇശിക്കാണം), and four fanams as oppu kanam (ഒപ്പുകാണം), besides the kanam (കാണം) money. Then the jenmakaran (ജന്മക്കാരൻ) delivers the kozshu (കൊഴു) anubhawam (അനുഭവം).

The instrument executed on this occasion is called panaya pattam (പണയപ്പാട്ടം); panayam (പണയം), a pledge; pattam (പാട്ടം), rent. The rent or produce may in this case either be mortgaged for the interest of the kudiyan's (കുടിയാൻ) kanam (കാണം) money, or the kanam (കാണം) money may be itself a pledge or security for the due payment of the pattam (പാട്ടം). There is reason to believe that the last meaning was the original interpretation of this loan. In either case the kudian (കുടിയാൻ) must pay to the jenmakaran (ജന്മക്കാരൻ)

---

‡ Panaya pattam VIDE F. VIDE Q.

the surplus rent exceeding the interest of his kanam (കാണം) money.

If no mention is made of kuzshi kanam (കുഴിക്കാണം) in the karanam (കരണം), the kudiyan (കുടിയാൻ) cannot claim any reimbursement on that account, but a clause is usually inserted, which entitles the kudiyan (കുടിയാൻ) to be repaid the expense of his improvements.

On the other hand, it is provided that, if the produce of the estate is diminished while under the management of the kudiyan (കുടിയാൻ), whether this diminution be trifling or great, the whole of the kanam (കാണം) money in the hands of the jenmakaran (ജന്മക്കാരൻ) becomes forfeited to him.

If the kudiyan (കുടിയാൻ) should burn or bury a corpse in the paramba (പറമ്പ) or cut a tree without the consent of the jenmakaran (ജന്മക്കാരൻ), in this case also he forfeits his kanam (കാണം) money, and is deprived of the paramba (പറമ്പ).

Should, however, the kudiyan (കുടിയാൻ) be allowed to make kuzshi kanam (കുഴിക്കാണം) or improvements, and has trees of his own planting ready to replace any he may fell, he need not hesitate to cut one or more trees belonging to the jenmakaran (ജന്മക്കാരൻ), since, so long as he is able to supply the original number from trees of his own rearing, no deduction can be made from his kanam (കാണം) money.

The panaya pattam karanam (പണയപ്പാട്ടം കരണം) is renewed every six years, and on this event the kudian (കുടിയാൻ) must pay ten per cent. sakshi (സാക്ഷി), and three per cent. tushi kanam (ദുശിക്കാണം) on the kanam (കാണം) money.

The kudian (കുടിയാൻ) on this occasion must also pay to the jenmakaran (ജന്മക്കാരൻ) half a year's pattam (പാട്ടം) and two or four fanams oppu kanam (ഒപ്പുകാണം)

If the paramba (പറമ്പ) is the jenmam (ജന്മം) of the rajah (രാജാവ), it is only necessary to renew the karanam (കരണം) on the two events, viz., at his death or that of the kudiyan (കുടിയാൻ). Should the heirs agree to a new contract, the kudiyan (കുടിയാൻ) must pay twenty per cent. sakshi (സാക്ഷി), and three per cent. tushi kanam (തുശിക്കാണം) on the amount of the kanam (കാണം) money, besides four fanams for oppu kanam (ഒപ്പുകാണം) and one year's pattam (പാട്ടം).

Should the kudian (കുടിയാൻ), from any cause, return the paramba to the jenmakaran (ജന്മക്കാരൻ) he cannot refuse to receive it, but the kudiyan (കുടിയാൻ) suffers a deduction of twenty per cent. sakshi (സാക്ഷി) and three per cent. tushi kanam (തുശിക്കാണം) on the kanam (കാണം) money. If the value of the paramba (പറമ്പ) returned is at all diminished, the kudiyan (കുടിയാൻ) is mulct of the whole of the kanam (കാണം) money: but should the loss sustained be the consequence of war, or of any public calamity, or arise from people acting under the authority of the rajah (രാജാവ), the kudiyan (കുടിയാൻ) in such cases on returning the paramba (പറമ്പ) to the jenmakaran (ജന്മക്കാരൻ) is only liable to forfeit half of the kanam (കാണം) money. In any of these situations, he must be allowed his kuzshi kanam (കുഴിക്കാണം) and the expense azshi (അഴി).

Again, it is provided, that, if the loss arises from accidental natural causes, such as storms, lightning, or winds, and the kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) injured from any of those circumstances to the jenmakaran (ജന്മക്കാരൻ), he is not answerable for the loss sustained in this manner; but is entitled to receive back his original kanam (കാണം) money liable only to the deduction of sakshi (സാക്ഷി) at twenty per cent; and three per cent. tushi (തുശി). If there is any kuzshi kanam (കുഴിക്കാണം), he must be paid for it and the expense azshi (അഴി).

Should the the jemmakaran (ജന്മക്കാരൻ) demand the paramba (പറമ്പ) from the kudians (കുടിയാൻ), and the estate at the time of his resumption be found diminished in some part of its value, although the kuzshi kanam (കുഴിക്കാണം) in other things is sufficient to repair that loss, he must in this case not only pay the kudian (കുടിയാൻ) his kanam (കാണം) money, but the balance of the kuzshi kanam (കുഴിക്കാണം) with the azshi (അഴി), should any remain due on settling the account. Should there, however be no kuzshi kanam (കുഴിക്കാണം) and the estate have received an injury without any good from the pattakaran (പാട്ടക്കാരൻ), he then forfeits both the kanam (കാണം) and the paramba (പറമ്പ). The kuzshi (കുഴി) and the anubhawam (അനുഭവം) are taken from him, and he is sent about his business.

If the jenmakaran (ജന്മക്കാരൻ) demands the paramba (പാട്ടം) and its pattam (പറമ്പ) has been injured by public calamity or acts of the rajah (രാജാവ), he must pay the kudian (കുടിയാൻ) the whole of the kanam (കാണം), the kuzshi kanam (കുഴിക്കാണം) and azshi (അഴി). He is then at liberty to demand back the kozshu (കൊഴു) and anubhawam (അനുഭവം). If the jenmakaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) and it should be found injured from natural accidents, he must likewise pay the kanam (കാണം) money, the kuzshi kanam (കുഴിക്കാണം) and azshi (അഴി). When this is done before, he may require the kudian (കുടിയാൻ) to return the kozshu (കൊഴു) and anubhawam (അനുഭവം).

The expressions kanam pattakaran (കാണം പാട്ടക്കാരൻ) and panaya pattakaran (പണയ പാട്ടക്കാര) are synonymous. They are then understood ;—The kudian (കുടിയാൻ) calls himself a pattakaran (പാട്ടക്കാരൻ) because he has paid the jenmakaran (ജന്മക്കാരൻ) a kanam (കാണം) on the pattam (പാട്ടം) of the paramba (പറമ്പ), the interest of which he deducts from the rent and pays the balance, if any, to the jenmakaran (ജന്മക്കാരൻ). The jenmakaran (ജന്മക്കാരൻ) calls the same person a panaya pattakaran (പണയ

പാട്ടക്കാരൻ), because he has pledged (panayam, പണയം a pledge) a sum of money in his hands for the pattam of his paramba (പറമ്പ).

¶ The next species of lease is called veram pattam (വെറുംപാട്ടം) (veram, വെറും, empty) or a rent without security. When a jenmakaran (ജന്മക്കാരൻ) lets his paramba (പറമ്പ) on this lease he demands no kanam (കാണം). The kudian (കുടിയാൻ) takes possession of it on condition of paying the yearly pattam (പാട്ടം), but the jenmakaran (ജന്മക്കാരൻ) must pay kuzshi kanam (കുഴിക്കാണം) on taking or receiving back his paramba (പറമ്പ).

* The power and extent of the oondariti pattam (ഉണ്ടരുതിപാട്ടം).

By this method, the jenmakaran (ജന്മക്കാരൻ) receives the pattam (പാട്ടം) for a series of years, as the parties may agree, in advance : on the execution of the karanam (കരണം), the kudian (കുടിയാൻ) must pay four fanams kanam (കാണം), and two fanams tushi kanam (തുശിക്കാണം. He then receives the anubhawam (അനുഭവം), butnot the kozshu (കൊഴു) fromthejenmakaran (ജന്മക്കാരൻ). Let ussuppose thatthejenmakaran (ജന്മക്കാരൻ) has received the pattam (പാട്ടം) of his paramba (പറമ്പ) in advance for ten years. During this time he is not at liberty to demand the paramba (പറമ്പ) from the kudian (കുടിയാൻ), but if the kudian (കുടിയാൻ)) should before the expiration of the period return the paramba (പറമ്പ), he loses the pattam (പാട്ടം), for the number of years that he has possessed it, and suffers a mulct of twenty per cent. as sakshi (സാക്ഷി) and three per cent. tushi kanam (തുശിക്കാണം) on the sum remaining after the pattam (പാട്ടം) of the by-gone years is deducted. Thus, if the paramba (പറമ്പ) has been possessed for three years, that is deducted from seven, and twenty-three per cent.

¶ Veram pattam, VIDE G. * Oonadriti pattam, VIDE H.

levied on the remainder, when the balance is paid to the kudiyan (കുടിയാൻ).

If the kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) in worse state than he received it, he must pay for the injury according as it may be estimated. He is liable to make good this damage at the end of his lease, when the jenmakaran (ജന്മക്കാരൻ) may resume the paramba (പറമ്പ).

But if the kudiyan (കുടിയാൻ) offers the paramba (പറമ്പ) back, the pattam (പാട്ടം) of which has been diminished by war, or from people acting under the authority of the rajah (രാജാവ), he then only loses half of the money remaining in the hands of the jenmakaran (ജന്മക്കാരൻ), after deducting the pattam (പാട്ടം) of the years he has held the lease, but in this case he forfeits no sakshi (സാക്ഷി) or tushi kanam (തുശികാണം). Neither is the kudiyan (കുടിയാൻ) answerable for any kind of loss, if he waits the expiration of his lease before he delivers the paramba (പറമ്പ) over to the jenmakaran (ജന്മക്കാരൻ).

If the kudiyan (കുടിയാൻ) offers to return the paramba (പറമ്പ) injured from winds or accidental causes, the jenmakaran (ജന്മക്കാരൻ) is not obliged to accept it, but will desire him to remain in possession until the deed is expired. If the kudian കുടിയാൻ should after all persist in returning his karanam (കരണം), he is not entitled to receive any part of the balance in the hands of the jenmakaran (ജന്മക്കാരൻ)

If the kudiyan (കുടിയാൻ) before expiration of the lease return the paramba (പറമ്പ) in the same perfect state in which he received it, he loses the pattam (പാട്ടം) for the years he has been in possession, as also twenty per cent. sakshi സാക്ഷി and three per cent. tushi തുശി on the sum that remains after deducting the pattam (പാട്ടം).

* The jenmakkaran (ജന്മക്കാരൻ) has no power to demand the paramba (പറമ്പ) before the time for which the pattam (പാട്ടം) is paid has expired, at least, the kudiyan (കുടിയാൻ) is not liable to comply Undaruti (ഉണ്ടറുതി)—Undu (ഉണ്ടു) to eat ; aruti (അറുതി), over or clear ; i. e. the jenmakkaran (ജന്മക്കാരൻ) has consumed or anticipated the produce,

The jenmakkaran (ജന്മക്കാരൻ) will call this karanam Undarutippattam (കരണം ഉണ്ടറുതിപ്പാട്ടം) ; the kudiyan (കുടിയാൻ) will call it Undarutikkanam (ഉണ്ടറുതി കാണം).

The kanappattam (കാണപ്പാട്ടം) the panayappattam (പണയപ്പാട്ടം) and the verum pattam (വെറും പാട്ടം), to which may possibly be added the Undarutippattam (ഉണ്ടറുതിപ്പാട്ടം) are the only karanams (കരണങ്ങൾ) subject to yearly payments.

I have on this account classed them under the head of lease. Although they convey only a temporary possession, the verum pattam (വെറും പാട്ടം) alone exactly corresponds with that term. The others, as do all that come under the general head kanam (കാണം), partake in some degree of the nature of mortgages, pledges for the interest of money lent.

Notwithstanding this and some other objections that may be urged, I would prefer to consider them under the name of lease, because it is their common interpretation, and because it will be useful to distinguish a tenant from a mortgagee.

OF MORTGAGE.

There are various degrees and species of * mortage.

The first is kayiwida Otti (കൈവിട ഒറ്റി), which has been already described in giving an account of the

* Mortgage.

mode of disposing of jenmam (ജന്മം) property. Kudima nir (കുടിമ നീർ) and ottikkumpuram (ഒറ്റിക്കുംപുറം) may also be considered as mortgages, since they lay an additional burthen on the property, and make its redemption more difficult. As these deeds cannot however be executed in the first instance, and must follow kayiwida otti (കൈവിട ഒറ്റി), on which an advance is made to the full value of the thing mortgaged, they are only to be considered as an appendage of it. Indeed, it may be doubted whether any of those deeds answer to our ideas of mortgage. They are more properly deeds of sale with reservation of certain seigniorial rights to the original proprietor, a mode of disposing of lands strongly feudal, and still practised in some parts of Europe. The attippetola (അട്ടിപ്പേറോല) is a positive deed of sale.

* Otti—The deed otti (ഒറ്റി) approaches the nearest to a genuine mortgage. It will still be found to differ from the meaning we in general attach to that term, inasmuch as it is a consideration for the principal, without reference to the interest, with which alone is mortgage in our laws conversant. It is a sum of money lent on a paramba (പറമ്പ), the interest of which is equal to the pattam (പാട്ടം) pledged for the principal, but redeemable at pleasure. It may be executed without the consent of the heir; nor are any witnesses necessary besides the parties and the writer for the karanam (കരണം). The amount of 1,000 fanams supposing the paramba (പറമ്പ) valued at 1,500 is specified in this karanam (കരണം) as it is in that of kayiwida otti (കൈവിട ഒറ്റി); but the word kayiwida (കൈവിട) is omitted, and the contract is less strictly expressed.

On the execution of the ottikkaranam (ഒറ്റിക്കരണം), the kudiyan (കുടിയാൻ) becomes entitled to the whole of the produce of the paramba (പറമ്പ), and pays

---

* Otti Vide. J.

no pattam (പാട്ടം), since that is for the interest of his loan, but if the pattam (പാട്ടം) should exceed the interest, the excess belongs to the jenmakkaran (ജന്മകാരൻ). If the kudiyan (കുടിയാൻ) should after some time offer the paramba (പറമ്പ) back to the jenmakkaran (ജന്മകാരൻ) and demand the sum otti drawiyam (ഒറ്റി ദ്രവ്യം)he has advanced to be returned, he must lose ten per cent., which will be deducted from that amount; this fine or forfeit is called sakshi (സാക്ഷി). As the interest of the otti drawiyam (ഒറ്റി ദ്രവ്യം), calculating at five per cent, is commonly equal to the pattam (പാട്ടം) of the paramba (പറമ്പ), it is called ner palisa (നേർ പലിശ) ner (നേർ), equal, palisa (പലിശ) interest, equal to the true pattam (പാട്ടം) of the paramba (പറമ്പ). But should the pattam (പാട്ടം) or lease rent of the paramba (പറമ്പ) be more than the interest of the sum in the jenmakkaran's (ജന്മകാരന്റെ) hand, that overplus is called pattam (പാട്ടം), and the first is sometimes in that case considered as kanam (കാണം). This disagreement, however, seldom happens, as the sum lodged with the jenmakkaran (ജന്മകാരൻ) is calculated on the actual worth of the paramba (പറമ്പ). Should it also happen that the produce of the paramba (പറമ്പ) has diminished, while in the hands of the Kudiyan (കുടിയാൻ), and that the original pattam (പാട്ടം) of fifty fanams is reduced to thirty, he must suffer a further reduction of 400 fanams from the amount lodged with the jenmakkaran (ജന്മകാരൻ). This deduction must be equal to the principal of the pattam (പാട്ടം) impaired, reckoning at the rate of 5 per cent. The kudiyan (കുടിയാൻ) must be paid kuzshikkanam (കുഴിക്കാണം).

Should, however, the jenmakkaran (ജന്മകാരൻ) demand the paramba (പറമ്പ) from the kudiyan (കുടിയാൻ), and offer to return his otti drawiyam (ഒറ്റിദ്രവ്യം); the kudiyan (കുടിയാൻ) in this case is liable to no deduction from his principal, and the jenmakkaran (ജന്മകാരൻ) must repay it without dispute.

In this case also the improvement of the kudiyan (കുടിയാൻ) must be estimated and paid for in the following manner: should the pattam (പാട്ടം), for example, be increased from 50 to 70 fanams, and in this state of improvement the jenmakkaran (ജന്മക്കാരൻ) required his paramba (പറമ്പ) to be returned to him, he must first pay the kudiyan (കുടിയാൻ) 400 fanams, the principal of the produce, or value of the improvement. But if the kudiyan (കുടിയാൻ) should in this state offer the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he would only be entitled to receive the common kuzshikkanam (കുഴിക്കാണം), as it is in case the jenmakkaran (ജന്മക്കാരൻ) makes a demand of his paramba (പറമ്പ) that he must pay a sum, the interest of which at five per cent., would be equal to the kuzshikkanappattam (കുഴിക്കാണപ്പാട്ടം), or the rent that has arisen from improvement.

The Ottikondavan (ഒറ്റികൊണ്ടവൻ), or the mortgagee (literally purchaser of otti), has the power to let out a paramba (പറമ്പ) held by this tenure to others on pattam (പാട്ടം) and kuzshikkanam (കുഴിക്കാണം). He cannot, however, burn or bury in the paramba (പറമ്പ), nor is he allowed to cut any trees. The jenmakkaran (ജന്മക്കാരൻ) may burn or bury, but he cannot cut a tree without the consent of the Otti kondavan (ഒറ്റി കൊണ്ടവൻ), and even then he ought not to cut down a tree that will diminish the pattam (പാട്ടം).

* Otti kuzshikkanam (ഒറ്റികുഴിക്കാണം) is another species of mortgage. The rules and powers of this karanam (കരണം) do not differ materially from those of Otti (ഒറ്റി). There is this difference; that in case the kudiyan (കുടിയാൻ) should express a desire to return the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he is not answerable for any injury or diminution of the pattam (പാട്ടം); but deduction of ten per cent.

---

* Otti Kuzshikkanam, VIDE K.

will be made from the otti drawiyam (ഒററിദ്രവ്യം) or the sum advanced on the mortgage. This as before is called sakshi (സാക്ഷി). The otti kuzshikkanakaran (ഒററികുഴിക്കാണക്കാരൻ) receives in this case kuzshikkanam (കുഴിക്കാണം). The rate of paying the kuzshikkanam (കുഴിക്കാണം) is the same as in otti (ഒററി) excepting that in the case of the kudiyan's (കുടിയാന്റെ) offering the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he is obliged to pay twenty per cent. on the amount of the improvements. On the other hand if the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ), the kudiyan (കുടിയാൻ) suffers no deduction, but receives back his principal and the estimated value of all his improvements. It is not necessary that the heir should be consulted in executing the karanam (കരണം), nor that any witnesses should be present beside the writer of the deed. The kudiyan (കുടിയാൻ) who holds by this tenure may let out the paramba (പറമ്പ) on kanappattam (കാണപ്പാട്ടം) and verumpattam (വെറുമ്പാട്ടം). Ottikkuzshikkanam (ഒററിക്കുഴിക്കാണം)—otti (ഒററി), covered or caught ; kuzshi (കുഴി), the pit or hole dug in which they plant trees ; kanam (കാണം) the sum in advance on the mortgage.

* The next method by which a jenmakkaran (ജന്മക്കാരൻ) may mortgage his paramba (പറമ്പ) is called adima jenmam (അടിമജന്മം). When the karanam (കരണം) is executed the sum demanded by the jenmakaran (ജന്മക്കാരൻ) is paid, but not mentioned in the deed. The adima jenmam (അടിമജന്മം) must be executed in the presence and with the consent of the heir, but no other witness is required than the writer of the deed. The use of the adima jenmam (അടിമജന്മം) is confined to the namboories (നമ്പൂരിമാർ), the rajahs (രാജാക്കൾ), and the heads of the villages or desams (ദേശക്കാർ). They have recourse to it when they mortgage their lands to their

* Adima Jenmam Vide. L.

inferior castes. The sum, or adima jenmappanam (അടിമജന്മപ്പണം) required by the jenmakkaran (ജന്മക്കാരൻ) in this mortgage, is generally below the real value of the paramba (പറമ്പ), and is paid by the adima kollunnawan (അടിമ കൊള്ളുന്നവൻ) on signing the deed although it is not specified in it. The power of the adima jenmam (അടിമജന്മം) is equal to that of nirmutal (നിർമുതൽ), the third karanam (കരണം) in purchasing a jenmam (ജന്മം). The same regulations are observed by the jenmakkaran (ജന്മക്കാരൻ) and the jenmam kollunnawan (ജന്മം കൊള്ളുന്നവൻ) as in that of karanam (കരണം); when the adima kollunnawan wishes to dispose of the paramba (പറമ്പ), he must make the first offer to the jenmakkaran (ജന്മക്കാരൻ), nor can he, in case of his refusal, dispose of it for a larger sum than he has advanced on the mortgage. The adima jenmakkaran (അടിമജന്മക്കാരൻ) must wait on the jenmakkaran (ജന്മക്കാരൻ) at the feast of Onam (ഓണം) and make him a present of two or four fanams. The power conveyed by the first deed descends to the heir and all the posterity of the original of the adimakollunnawan (അടിമകൊള്ളുന്നവൻ). But should their line become extinct, the last of the family can only bequeath to a friend or acquaintance the adima jenmam (അടിമജന്മം) and the kuzshikkanam (കുഴിക്കാണം), since the paramba (പറമ്പ) on the failure of heirs cannot be withheld from the jenmakkaran (ജന്മക്കാരൻ) on his demanding it and repaying the mortgage with the expense of the improvements. This forms the great distinction between this deed and the kayiwida ottikkaranam (കൈവിട ഒറ്റിക്കരണം). By the last it may, notwithstanding the loss of heirs, be bequeathed like other property, and is not demandable on that event by the jenmakaran (ജന്മക്കാരൻ). Adima jenmam (അടിമജന്മം)—adiyan (അടിയാൻ), a low person, a dependent, jenmam (ജന്മം), freehold right; signifying one who holds from a superior.

* Kettiyadakam (കെട്ടിയടകം) is another mode of mortgaging jenmam (ജന്മം) property. The Jenmakkaran (ജന്മക്കാരൻ) borrows 1,000 fanams at five per cent., or at any other rate of interest which may be fixed between the parties. The jenmakkaran (ജന്മക്കാരൻ) mortgages a paramba (പറമ്പ) as security for this loan, the pattam (പാട്ടം) of which the lender takes care is equal at least to the interest of his money. The paramba (പറമ്പ) remains under the management of the jenmakkaran (ജന്മക്കാരൻ) until he fails in the regular payment of the interest, when the creditor seizes the paramba (പറമ്പ), and retains it in his own possession. He reserves the pattam (പാട്ടം) or rent to himself, so long as the jenmakkaran (ജന്മക്കാരൻ) is unable to pay the original loan. If the pattam (പാട്ടം) exceeds the amount interest, the kettiyadakkunnawan (കെട്ടിയടക്കുന്നവൻ) must pay the overplus to the jenmakkaran (ജന്മക്കാരൻ). If the kettiyadakkunnawan (കെട്ടിയടക്കുന്നവൻ) keeps the overplus to himself, or if the jenmakkaran (ജന്മക്കാരൻ) should allow it to remain in his hands, it will bear the same interest as the mortgage. This expedient is usually resorted to by the jenmakkaran to redeem his hands ; for if in the course of time, this overplus should increase until it becomes equal to the sum lent, the jenmakkaran (ജന്മക്കാരൻ) is then at liberty to disposses the kollunnawan (കൊള്ളുന്നവൻ) of the paramba (പറമ്പ). So long, however, as fortune continues unfavourable to the jenmakkaran (ജന്മക്കാരൻ), and he is unable to discharge his debt, the kettiyadkunnawan (കെട്ടിയടക്കുന്നവൻ) retains possession of the paramba (പറമ്പ): and enjoys the pattam (പാട്ടം). Should the poverty of the jenmakkaran (ജന്മക്കാരൻ) bear hard upon him, and oblige him to dispose of the paramba (പറമ്പ) as jenmam (ജന്മം), he is under no obligation to make the first offer to the kettiyadakkunnawan (കെട്ടിയടക്കുന്നവൻ) ; he may dispose of it to any person in preference, either burthened with the mortgage or

* Kettiyadakkam Vide M.

first repaying that debt, when the kettiyadakkunnawan (കെട്ടിയടക്കുന്നവൻ) has no further claim on the paramba (പറമ്പ). In this transaction, no other karanam (കരണം) or deed is necessary, besides the original mortgage, which remains in the hands of the kettiyadakkunnawan (കെട്ടിയടക്കുന്നവൻ) and is sufficient authority for him to seize the paramba (പറമ്പ) when the interest is unpaid. The mortgagee cannot burn or bury a corpse in the paramba (പറമ്പ), nor cut a tree. The exercise of these prerogatives continues with the jenmakkaran (ജന്മക്കാരൻ), but he can only cut a tree that will not diminish the pattam (പാട്ടം). Kettiyadakkam (കെട്ടിയടക്കം), ketti (കെട്ടി), to embrace or bind; adakkam (അടക്കം), to take possession of; the instrument by which an estate may be seized and kept possession of.

* The azshikkuzshikkanam (അഴിക്കുഴിക്കാണം) is the mode of bringing uncultivated paramba (പറമ്പ) lands into cultivation. It can neither be called a mortgage nor a lease. A person who wishes to undertake the labour of improving land, goes to the owner of a waste paramba (പറമ്പ), and questions him at what expense it may be brought into a state of cultivation. To determine this question, two men on the part of the jenmakkaran, (ജന്മക്കാരൻ) and two on the part of the proposer, proceed to the spot for the purpose of judging of the labour necessary to render the land productive.

These deputies, kanajenmamariyada ariyunnawar (കാണജന്മമൎയ്യാദ അറിയുന്നവർ) carefully inspect the paramba (പറമ്പ); they estimate the expense of levelling, of clearing it of jungle, of stones, and of removing every impediment to cultivation. From their knowledge of these particulars, they calculate the expense that would attend the cultivation of the paramba (പറമ്പ).

---

* Azshikuzshikanam, Vide N.

This being fixed, and the parties agreed, the jenmakkaran (ജന്മക്കാരൻ) executes the karanam (കരണം) arye (അഴി) or azshikkuzshikkanam (അഴിക്കുഴിക്കാണം). By this deed he binds himself to repay the cost judged by the assessors necessary to be laid out in cultivating the paramba (പറമ്പ), provided the kudiyan (കുടിയാൻ) with whom he enters into this agreement shall bring the lands into the necessary state of cultivation. He engages besides to pay kuzshikkanam (കുഴിക്കാണം) for all the trees he may plant, or for other improvements. This agreement is made for three years, during which period the jenmakkaran (ജന്മക്കാരൻ) is not at liberty to demand the paramba (പറമ്പ) from his kudiyan (കുടിയാൻ), but after that time expires, he may take it back when he pleases.

The kudiyan now takes possession of the waste land, and begins to labour for its improvement, expecting that by a continual exertion of industry he will derive a reasonable advantage. In the course of three years he has made all the progress he hoped for, and has reaped the produce of the paramba (പറമ്പ) free from any demands of the jenmakkaran (ജന്മക്കാരൻ).

At the end of this period, the jenmakkaran (ജന്മക്കാരൻ) claims the paramba (പറമ്പ) from the kudiyan (കുടിയാൻ); before he can enforce this demand, he must reimburse the kudiyan (കുടിയാൻ) the expenses of cultivation by paying the sum mentioned in the karanam (കരണം) azshi kuzshikkanam (അഴിക്കുഴിക്കാണം), and which was fixed by the assessors. He must also pay for the kuzshikkanam (കുഴിക്കാണം), i. e. for any improvements beyond those he engaged to make or which are not in the original estimate. If the value of the kuzshikkanam amounts to 100 fanams, the jenmakkaran (ജന്മക്കാരൻ) must pay the kudiyan twenty per cent. on that sum, and so on for every hundred. For every cocoa-nut tree planted, he receives two fanams.

But should the kudiyan (കുടിയാൻ) himself propose to return the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ) at the expiration of three years, he is, in that case, liable to a deduction of twenty per cent. on the amount fixed for the labour of improving and bringing a waste paramba (പറമ്പ) into good order for planting it with trees. He receives, however, the full value of his kuzshikkanam (കുഴിക്കാണം); but the trees planted are estimated and only paid for according to their state or their actual size.

Should the jenmakkaran (ജന്മക്കാരൻ) leave the paramba (പറമ്പ) with the kudiyan (കുടിയാൻ) for a series of years, and the improvements in that time increase considerably, he must pay the kuzshikkanam (കുഴിക്കാണം) for the whole period, besides the interest of the sum at which the improvements were originally estimated, before he can take possession of the estate

* The kudiyan (കുടിയാൻ) can neither burn nor bury, nor cut a tree, while he holds a paramba, (പറമ്പ) in this manner. The jenmakkaran (ജന്മക്കാരൻ) has the power of burning or burying a corpse, but he cannot cut a fruit-bearing tree without the consent of the kudiyan (കുടിയാൻ); so long as the jenmakkaran (ജന്മക്കാരൻ) neglects to pay the kuzshikkanam (കുഴിക്കാണം) the kudiyan enjoys the produce of the paramba (പറമ്പ).

The jenmakkaran (ജന്മക്കാരൻ) cannot on any account deprive the kudiyan (കുടിയാൻ) of the paramba (പറമ്പ) at the time of reaping or when it has, by his labour, been brought to a state of producing pattam (പാട്ടം). *Should the jenmakkaran (ജന്മക്കാരൻ) at this period wish to eject the kudiyan (കുടിയാൻ), he must either pay him three years' rent of the paramba (പറമ്പ) or allow him to remain so long in possession. This

---

* Note 5.

is thought a just remuneration to a person, by whose industry unproductive land is brought into cultivation. It is, however, observed, that examples hardly ever occur, in which a jenmakkaran (ജന്മക്കാരൻ) demands a paramba (പറമ്പ) from a kudiyan (കുടിയാൻ), who has remained to the period of its first producing. The constant practise is to allow him to reap the produce of three years, as a reward for his perseverance and industry, eventually for the benefit of the jenmakkaran (ജന്മക്കാരൻ) or his posterity. The heir of the kudiyan (കുടിയാൻ) is entitled to all the rights and indulgences of his predecessor.

* Azshikkuzshikkanam (അഴിക്കുഴിക്കാണം) : azshi (അഴി) expense ; kuzshikkanam (കുഴിക്കാണം) the price of improvement.

† The deed executed for the improvement of land already in a state of cultivation is called kuzshikkanam (കുഴിക്കാണം).

‡ If a jenmakkaran (ജന്മക്കാരൻ) wishes to get a paramba (പറമ്പ) improved, either by planting more trees, or by rendering those that are planted more productive, he has recourse to this karanam (കരണം). In his agreement with the kudiyan (കുടിയാൻ) it is specified, that he has let out his paramba (പറമ്പ) with a view to its improvement, kuzshikkanam, (കുഴിക്കാണം), and that he will pay the expense incurred on every article of increase, according to the established customs and rates. He makes no advance and pays no pattam (പാട്ടം). In concluding this agreement the jennmakkaran (ജന്മക്കാരൻ) delivers with the karanam (കരണം), a knife or peice of iron to the kudiyan (കുടിയാൻ), who makes three cuts with it on the ground and retains it in his possession. In return he presents the jenmakkaran (ജന്മക്കാരൻ) with two fanams, which are called kozshuppanam (കൊഴുപ്പണം) kozshu (കൊഴു), signifies the iron blade or

---

* Note 6. † Kuzshikkanam VIDE O. ‡ Note 7.

ploughshare, panam (പണം), fanam, meaning the fanams given for liberty to plough or dig in the jenmakaran's (ജന്മക്കാരന്റെ) land. The jenmakkaran (ജന്മക്കാരൻ) in presenting the knife or piece of iron, is supposed to furnish the kudiyan (കുടിയാൻ) with the instrument for opening the earth to receive seed, or for digging holes in which to plant trees.

A cocoa-nut or a betel-nut is also given by the jenmakkaran (ജന്മക്കാരൻ) at the time of presenting the kozshu (കോഴ്); but this is not necessary on letting out rice-grounds on pattam (പാട്ടം) when the kozshu (കോഴ്) is sufficient.

* This ceremony of the kozshu (കോഴ്) is observed in the execution of every karanam (കരണം) for the transfer, mortgage, and lease of landed property.

The kuzshikkana kudiyan (കുഴിക്കാണക്കുടിയാൻ) now takes possession of the paramba (പറമ്പ), and proceeds to place such fruit trees and plants as he thinks will be most profitable to himself. Should the paramba (പറമ്പ) after some time be improved to the satisfaction of the jenmakkaran (ജന്മക്കാരൻ), and he demands it back from the kudiyan (കുടിയാൻ), which he may do when he pleases, first paying for the improvements that have been made, and the trees that have been planted, according to the rates in the following tables.

† The cocoa-nut tree has eight different periods, or sizes, before it is considered a complete tree and bearing a full load of fruit. The time of its attaining this state depends on its situation. In some places it will be sufficiently productive in five or six, in others not less than eight or nine, years. Some places are so unfavourable to the growth of this plant, that it is twelve years arriving at maturity. The names and value of the tree at its several periods are contained in the annexed table.

---

* Note 8. † Notes 9 and 10.

TABLE FIRST.

Containing the eight periods of the Tenga (തെങ്ങ) or Cocoa-nut tree, the Name of the Tree under each period, and its Value in every stage, until it becomes a bearing Tree.

The Periods or Stages of Valuation.	The Names and Description of the periods.
First.	Kuzhittayi (കുഴിത്തൈ), plant inside the hole, i. e., it is yet confined to the pit in which it was planted, and does not appear above the surface of the ground.
Second.	Kiliyolattayi (കിളിയോലത്തൈ), a plant with its leaves separating, and beginning to spread out from the pit.
Third.	Kiliyola mutirnnola (കിളിയോല മുതിൎന്നോല), a plant with its branches rising and spreading out from the pit.
Fourth.	Kudamperinja (കുടംപെരിഞ്ഞ), a plant with the stem of the tree equal to the ground.
Fifth.	Anayadi (ആനയടി), a plant with the stump above the ground 3 or 4 inches, spread open like the mark of an elephant's foot.
Sixth.	Maramwetchu (മരംവെച്ചു), the tree of a span from the ground.
Seventh.	Kollakkaduthathu (കൊലക്കടുത്തതു), a tree with the flowers near shooting out.
Eighth.	Kolla chathu (കൊലച്ചതു), a tree with flowers well blown.

* Should the plantation have arrived at the two last stages (the seventh and eighth), and be on the eve of producing, the jenmakkaran (ജന്മക്കാരൻ) cannot demand the paramba (പറമ്പ) from his kudiyan (കുടിയാൻ) without allowing him to reap the produce of three years, or paying him a sum of money equivalent thereto. Should he dispossess him, and pay him in money, he must, besides the value of the plants, pay 20 per cent. on the azshi (അഴി) or expense of kuzshikkanan (കുഴിക്കാണം).

The cocoa-nut plants are set in pits dug for their reception, one yard in depth, manured with dry dung, salt, and ashes. Where the soil is favourable to them, they will sometimes begin to yield when the body of the tree is little more than a span above the ground. If the soil or other circumstances should be unfavourable, they will not bear until they are five or six feet high. The kudiyan (കുടിയാൻ) must plant them at twenty-two feet distance from each other. The kanakkaran (കാണക്കാരൻ) is obliged to plant them at intervals of twenty-four feet.

1. Kuzshittayi (കുഴിത്തയ്യ്).—Kuzshi (കുഴി,) a pit; tayi (തയ്യ്), a young plant of any kind; thus named from its situation in the pit.

2. Kili ola tayi (കിളിയോല തൈ).—kili (കിളി) a bird, ola (ഓല), a leaf, tayi (തൈ), a plant; so called from a fancy that the leaves in this state spread out like the wings of a bird.

3. Kili ola mudurnna tayi (കിളിയോലമുതിർന്നതൈ),—Kili (കിളി) a bird, ola (ഓല) cadjan, mudurnna (മുതിർന്ന), higher or longer, tayi (തൈ), plant. The same allusion as the foregoing, with an additional epithet expressive of the further growth of the tree.

4. Kudam (കുടം) or kudam wirinja (കുടംവിരിഞ്ഞ) kudam (കുടം), a pot; wirinja (വിരിഞ്ഞ), spread or open, like a pot, or cabbage.

5. Anayadi tayi (ആനയടിത്തൈ).—Ana (ആന) an elephant, adi അടി, a footstep. It is supposed to have the appearance at this time of the print of an elephant's foot.

6. Maramwetchu (മരംവെച്ചു).—Maram (മരം), tree; wetchu (വെച്ചു), fixed: that it has attained the state of a tree.

7. Kulaykkadutta (കുലയ്ക്കടുത്ത.—kula (കുല), blossom; adutta (അടുത്ത), near or almost.

8. Kulachata (കുലച്ചത).—kulachata (കുലച്ചത), borne a bunch.

The pana (പന) (brab or palmyra tree) has the same names and periods in its cultivation as the cocoa-nut tree, and the jenmakkaran (ജന്മക്കാരൻ) must pay for them at the same rates; but the kudiyan (കുടിയാൻ) is not entitled to the indulgence of three years, and the paramba (പറമ്പ) under this cultivation is resumable at any time by the jenmakkaran (ജന്മക്കാരൻ) on paying the usual rates.

*   *   *   *

*   *   *   *

*   *   *   *

TABLE SECOND.

Containing the eight Periods of the Pilawu (പിലാവു) or JackTree, the Name of the Tree under each period, and its Value in every stage until it becomes a bearing Tree.

The Periods or stages of Valuation.	The Names and description of the Periods.	If the Kudyan (കുടിയാൻ) offers back the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he must be paid for his labour at the rates of the annexed columns, which is agreeably to the custom of the country & also 20 ℔ cent azhi (അഴി)	If the jenmakkaran (ജന്മക്കാരൻ) demands the pramba (പറമ്പ) from the kudiyan (കുടിയാൻ), he must py him at the rate annexed, according to the custom of the country, and 20 per cent. azhi (അഴി).
		RS. QS. RS.	
First.	Pilawu Tayi (പിലാവുതയ്യ്), a small plant, with fifteen or sixteen leaves.	0 0 50	0 1 0
Second.	Kudakal (കുടകാൽ), a plant with a stem about the thickness of the finger.	0 1 0	0 2 0
Third.	Nukam chari (നുകം ചാരി), a plant about the thickness of a person's arm.	1 0 0	1 2 0
Fourth.	Akaykkaduttatu (അകയ്ക്കടുത്തത്), a plant the thickness of a person's thigh.	2 0 0	3 0 0
Fifth.	Akayittathu (അകയിട്ടത്), a plant the thickness of a person's waist.	3 0 0	4 0 0
Sixth.	Katalwetchu (കാതൽവെച്ചു), a tree with yellow timber.	4 0 0	6 0 0
Seventh.	Kaykaduttadu (കായ്ക്കടുത്തത്) a tree almost yielding.	5 0 0	8 0 0
Eighth.	Kachu or Kayitcha (കായിച്ച), a tree bearing.	6 0 0	8 0 0

In paramba (പറമ്പ) cultivation six jack trees are allowed to be planted for every hundred cocoa-nut trees. Should a kudiyan [കുടിയാൻ] plant beyond this proportion, he is not entitled to any kuzshikkanam (കുഴിക്കാണം), unless the jenmakkaran (ജന്മക്കാരൻ) should admit the excess into the estimate of cultivation. There is a rule which the kudiyan (കുടിയാൻ) is in every case obliged to observe in planting trees, which is, to reserve a spot in the north-east corner of the paramba (പറമ്പ) for the jenmakkaran's (ജന്മക്കാരന്റെ) house, and where he must also build his own, should he be allowed to inhabit the paramba (പറമ്പ). In this case the jenmakkaran (ജന്മക്കാരൻ) must pay the expense of the house on resuming possession of the paramba (പറമ്പ), but if the kudiyan (കുടിയാൻ) has made any other improvements in that spot, he receives no kuzshikkanam (കുഴിക്കാണം).

The extent of the spot reserved in the north-east corner for the purpose in question may be judged from the following example. If a paramba (പറമ്പ) measures one hundred and twenty kol (കോൽ),—a Malabar measure equivalent to 28¼ inches,—in length and breadth, the spot to be kept clear for the house should be twenty kols in breadth, and the same in length.

1. Planttayi (പ്ലാന്തൈ).—Pilawu (പിലാവു), a jack tree ; tayi (തൈ), plant.

2. Kudakkalttayi (കുടക്കാൽതൈ) kuda (കുട), an umbrella , kal (കാൽ), the stick or handle.

3. Nogamcharattayi (നോകംചാരത്തൈ) Nogam (നോകം), the stick used in yoking bullocks in ploughing; chara (ചാര), to push; alluding to an opinion that the tree in this state is able to resist the pressure of two yoked bullocks.

4. Akaykkaduttadu (അകയ്ക്കടുത്തദു).—Aka (അക) a bud, a germ; aduttadu (അടുത്തദു) almost; a tree almost bearing.

5. Akayittadu (അകയിട്ടദു).—Aka (അക), a bud; ittadu (ഇട്ടദു), appeared; descriptive of the further growth of the tree.

6. Kadalwetchu (കാതൽവെച്ചു).—Kadal (കാതൽ), pith, wetchu (വെച്ചു), fixed, set: a tree that has attained its full strength.

7. Kayikkaduttadu (കായ്ക്കടുത്തദു).—Kayi (കായി), fruit: aduttadu (അടുത്തദു) near or almost.

8. Kayitcha (കായിച്ച) yielding: a tree bearing jacks.

A jack tree, if properly attended to, will attain its eighth period in twelve years. The jenmakkaran (ജന്മക്കാരൻ) may resume his paramba (പറമ്പു) when the jacks are on the eve of producing, on paying their value and azshi (അഴി).

TABLE THIRD.

Containing the three periods of the kazshunga (കഴുങ്ങ) or Areca tree, the Names of the tree under each period, and its value in every stage until it becomes a bearing Tree.

THE PERIODS OR STAGES OF VALUATION.	FIRST.	SECOND.	THIRD.
The Names and Description of the Periods.	Tayi kazshunga (തൈക്കഴുങ്ങ), a plant about the thickness of a finger.	Maram Wetchu (മരംവെച്ചു), a plant something thicker than the arm.	Kayichadu (കായിച്ചദു), a tree beginning to bear fruit.

	Rs.	Qs.	Rs.	Rs.	Qs.	Rs.	Rs.	Qs.	Rs.
If the kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he must be paid at the annexed rates, which are according to the custom of the country and also 20 per cent. azshi (ആഴി) on the total amount.	0	0	16	0	0	20	0	0	25
If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) back from the kudiyan (കുടിയാൻ), he must pay for the trees of all ages at the rate of the third period and also 20 per cent. azshi (ആഴി.)	0	0	25	0	0	25	0	0	25

Should the whole of the plantation, or a considerable part of it, be in the state of the second and third periods, it is not demandable by the jenmakkaran (ജന്മക്കാരൻ) without allowing the kudiyan (കുടിയാൻ) to reap the benefits of it for three years, or paying him a sum of money as an equivalent. The jenmakkaran (ജന്മക്കാരൻ) is still subject, in case of resumption, to pay for the trees at the above rates, and for all the expenses of kuzshikkanam (കുഴിക്കാണം).

1. Tayikkazshung. (തൈക്കഴുങ്ങ).—Tayi (തൈ), a young plant; kazshunga or kazshuwu (കഴു), a gallows, from the resemblance which the tree is said to bear to

that on which criminals were formerly executed in Malabar.

2. Maramwetchu (മരംവെച്ചു).—Maram (മരം), a tree; wetchu (വെച്ചു), set; a tree has assumed a fixed appearance.

3. Kayitchadu or katchadu (കായ്ച്ചത്), yielding, bearing. A full bearing tree is also called kazshunga (കഴുങ്ങ) and adakkamaram (അടക്കാമരം).

TABLE FOURTH.

Containing the four Periods of the chappangam (ചപ്പങ്ങം) Tree, the Names of the tree under each Period, and its value under every stage, until it becomes a Tree for cutting.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Description of the Periods.	Tayichappangam (തൈചപ്പങ്ങം), a plant about the thickness of a finger.	Mulu Wetchu (മുളുവെച്ചു), a plant with thorns shooting out.	Chuwappu Wetchu (ചുവപ്പുവെച്ചു) a tree with red timber.	Mullutollinjadu (മുള്ളുതൊലിഞ്ഞത്), a tree without thorns, i. e. after they have dropped off.
	RS. QS. RS.	RS. QS. RS.	RS. QS. RS.	RS. QS. RS.
If the kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) to the jeumakkaran (ജന്മക്കാരൻ), he must pay him at the rates in the annexed columns, and 20 p. c. nazhi (നാഴി)	0 0 50	0 1 50	0 3 0	

If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) from the kudiyan (കുടിയാൻ), he must pay for the whole of the plants at the rate of the fourth period, first deducting 20 per cent. on the sale.				

The kudiyan (കുടിയാൻ), for cultivating trees of this kind, is not entitled to the indulgence of three years' advantage; nor does he receive any sum on this account from the jenmakkaran (ജന്മക്കാരൻ). This species of plantation, when it reaches the fourth period, is plucked up by the roots, and sold.

The natives extract a red colour from the wood by boiling it.

1. Tayichappanga (തൈച്ചപ്പങ്ങ).—Tayi (തൈ), a young plant; chayam (ചായം), colour, a die; hence applied to the tree.

2. Mulluwetchu (മുള്ളുവെച്ചു)—Mullu (മുള്ള്), a thorn; wetchu set, i. e., the thorns have appeared.

3. Chuwappuwetchu (ചുവപ്പുവെച്ചു)—Chuwappu (ചുവപ്പ്), red: that the tree has attained that state in which it begins to produce the red colour.

4. Mullutozshinjadu (മുള്ളുതൊഴിഞ്ഞടു).—Mullu (മുള്ള്) a thorn: tozshinjadu (തൊഴിഞ്ഞടു) falling off.

The chappanga (ചപ്പങ്ങ) tree requires ten or twelve years to arrive at the last period, when it is fit for cutting. It is produced from the seed, and transplanted from beds wherein it is first sown. It requires afterwards but little attention. It produces a colour that is used in dyeing coarse cloths.

TABLE FIFTH.

Containing the Periods of the Wazsha (വാഴ), Plantain Tree, the names of the Tree under each period, and its value under every stage until it becomes a bearing tree.

THE PERIODS OR STAGES OF VALUATION.	FIRST.			SECOND.		
The Names and Descriptions of the Periods.	Kollakkatha (കൊലക്കാത്ത), a plant not yielding.			Kollachadu (കൊലച്ചാടു), a tree bearing fruit.		
	RS.	QS.	RS.	RS.	QS.	RS.
If the kudiyan (കുടിയാന്) returns the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരന്), the latter must pay the cultivator at the annexed rates, and 20 per cent. azshi (അഴി).	0	0	12	0	0	25
If the jenmakkaran (ജന്മക്കാരന്) demands the paramba (പറമ്പ), he must pay as follows.	0	0	25	0	0	50

There are many sorts of plantains. The above calculation is on the species called nendrawazsha (നേന്ത്രവാഴ), or common plaintain. The rest pay according to the labours necessary for their cultivation, as, for example:—The kudiyan (കുടിയാൻ), when he returns the paramba (പറമ്പ) on which he has cultivated the paduwazsha (പടുവാഴ), a plantain which will bear without transplanting, receives for every young tree only two reas, and for a such as bear according to the number of plantains, by counting them in the bunch, and reckoning them at the rate of four fanams per thousand. The paduwazsha when demanded by the jenmakkaran (ജന്മക്കാരൻ) he must pay to the kudiyan (കുടിയാൻ) for an unproductive tree four reas; for those bearing fruit at the rate of six fanams a thousand. At the dearest times the first are reckoned at the rate of twenty fanams a thousand, and never less than four.

1. Kulakkattha (കുലക്കാത്ത) kula (കുല), the flower kattha (കാത്ത), not, signifying that it is not in a productive state.

2. Kulatchada (കുലച്ചത്) yielding.

The plantain, unless in a very favourable soil, does not bear in less than six months. It is propagated by suckers or young plants. There are a great many varieties of this tree, and it is extremely susceptible of improvement. In the nendrawazsha (നേന്ത്രവാഴ) the young plants must be separated from the parent stock, and removed to another situation.

The paduwazsha (പടുവാഴ) will bear on the same spot and in clumps.

TABLE SIXTH.

Containing an account of the four Periods of the Vettilawalli (വെററിലവള്ളി) or the Betel vine, the names of the vine under each period, and its value in every stage, until it becomes a bearing vine.

THE PERIODS OR STAGES OF VALUATION.	FIRST.	SECOND.	THIRD.	FOURTH.
The Names and Descriptions of the Periods.	Kuzshikkody (കുഴിക്കൊടി), or kolu walli (കൊലുവള്ളി), the vine when it is first put in the hole.	Kannikaduthakodi (കന്നികടുത്തകൊടി), vines with buds shooting out.	Kanni pattiya kodi (കന്നി പററിയ കൊടി), vines with several arms spread out.	Kodi (കൊടി) vines complete with leaves.
If the Kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), he is paid for the vines at the annexed rate, and receives 20 per cent. azshi (ആഴി.)	RS. QS. RS 0 0 25	RS. QS. RS 0 0 50	RS. QS. RS. 0 1 0	At this stage the vine is valued at the bazaar price and the kudiyan (കുടിയാൻ) paid accordingly.

If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) from the kudiyan (കുടിയാൻ), he must pay him double for the first period, and one year's produce for the second, third and fourth, and likewise 20 per cent. azshi (ആഴി) on the total amount.				Its produce is judged by the year, by calculating the average produce of that period.

1. Kuzshikkodi (കുഴിക്കൊടി).—Kuzshi (കുഴി) a hole or pit; kodi or walli (വള്ളി) vine. The state of the vine when it is first planted.

2. Kannikkadutha kody (കണ്ണിക്കടുത്തകൊടി).—Kanni (കണ്ണി) shooting, germinating; adutha (അടുത്ത) near.

3. Kannipattiyadu (കണ്ണിപറ്റിയടു).—Pattiyadu (പറ്റടു), fastners, creepers; when the roots of the vine begin to fix themselves on the tree on which it is supported.

4. Kody (കൊടി), a vine, i. e., complete.

The vine attains the last period according to the quality of the soil. In a year and a half, or two years, the leaves are fit for plucking. It is propagated from cuttings, and planted round the roots of trees, which it penetrates with its roots, and ascends to the height of ten or fifteen feet. It must be watered once every

other day, and demands considerable attention to its cultivation.

TABLE SEVENTH.

Containing an account of the four periods of the Mulacuwalli (മുളകുവള്ളി) or Pepper vine, the names of the vine under each Period, and its Value under every stage, until it becomes a bearing vine.

THE PERIODS OR STAGES OF VALUATION.	FIRST.	SECOND.	THIRD.	FOURTH.
The Names and Descriptions of the Periods.	Kuzshiwalli (കുഴിവള്ളി) a vine within the pit or hole in which it is planted 10 or 15 leaves.	Nakum Padinju (നാകംപതി ഞ്ഞു), a vine with roots shooting out, and fastening to the tree.	Pazshi Tiri (പഴിതിരി), a vine with flowers appearing.	Kachadu (കാച്ചാടു) a complete bearing pepper vine.
If the kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), this person must pay for each vine at the annexed rates, and also 20 per cent. azshi (അഴി)	RS. QS. RS. 0 0 25	RS. QS. RS. 0 0 50	RS. QS. RS. 0 3 0	RS. QS. RS. 2 0 0

If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) from the kudiyan, he must pay him at the subjoined rates, and 20 per cent. azshi (ആഴി) on the total amount.	0 0 50	0 3 0	2 0 0	4 0 0

Should the whole of the pepper vines, or a considerable number of them, be in the fourth stage, the jenmakkaran (ജന്മക്കാരൻ) must allow the kudiyan (കുടിയാൻ) to enjoy the produce of the bearing vines for one year, or pay him a sum of money equal to their produce for that period.

1. Kuzshiwalli (കുഴിവള്ളി).—Kuzshi (കുഴി), a pit, or hole: walli (വള്ളി), a vine, the state in which it is when first planted.

2. Nakampatinja (നകംപതിഞ്ഞ).—Nakam (നകം), the nail of the finger; patinja (പതിഞ്ഞ) to fasten or cling to; implying that the vine in this stage fastens or clings to the tree like a claw or finger.

3. Poyittiri (പൊയ്ത്തിരി).—Poyi (പൊയി), none, tiri (തിരി) a candle, a wick. This refers to some fanciful resemblance which the flowers bear in this stage to the wick of of a lamp.

4. Kayitchhatu (കായ്ച്ചത്) yielding.

The pepper vine is commonly propagated from cuttings.

The natives allege that plants from the seed are not so productive, and do not attain the strength of those from cuttings; when it is young, the plant in

the dry weather ought to be watered daily. The quantity and quality of the produce depend very much on the care of the cultivator. It must at first be well manured. It does not attain the fourth period before five years; i. e., although it begins to bear in the second or third, the produce is trifling, and it seldom becomes a complete bearing tree until the fifth.

TABLE EIGHTH.

Containing an account of the four periods of the Mula (മുള) or Bamboo, the Name of the plant under each period, and its value under every Stage.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Descriptions of the Periods.	Tayi Kayi (തായികായി) a plant the thickness of a finger.	Mula Wetchatu (മുള വെച്ചത), a plant with *prulles* shooting out.	Mullan Wetchatu (മുള്ളൻ വെച്ചത), when it gets the full appearance of a bamboo.	Kayalkuttam (കായൽകൂട്ടം), when the bamboo of the clump are 10, 15, or 20 in number.
If the Kudiyan (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), this person must pay him at the following rate, and 20 per cent. azhi (കുഴി)	RS. QS. RS 0 0 25	RS. QS. RS 0 0 50	RS. QS. RS. 0 1 0	When the value of the bamboo has been fairly judged, the kudiyan (കുടിയാൻ) in this stage is entitled to one half.

If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) he must pay the kudiyan (കുടിയാൻ) according to the annexed rates, and 20 per cent. azshi (അഴി)	—	—	—	But in this case, that is, when the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ), the whole value is paid to the kudiyan (കുടിയാൻ.)

The Species of cultivation may be resumed at any period by the jenmakkaran (ജന്മക്കാരൻ).

1. Tayikkayal (തൈക്കായൽ).—Tayi, a young plant, kayal (കായൽ), a bamboo bush: the first appearance of the bamboo being in that form.

2. Mulluwetchatu (മുള്ളുവെച്ചത്).—Mullu (മുള്ള്), thorns; wetchatu (വെച്ചത്) had set.

3. Mallanwetcha (മല്ലൻവെച്ച) — Mallan (മല്ലൻ) a bamboo; wetcha (വെച്ച) set or fixed.

4. Kayalkkuttam (കായൽക്കൂട്ടം).—Kayal (കായൽ) a bush. kuttam (കൂട്ടം), collected, i. e., it now consists of a number of bamboos.

The bamboo is cultivated by sowing the seed; it is also grown from the layer, like other canes. It requires little attention; but as it is applied to many uses, it makes an article of cultivation. If fre-

quently cut down, it lasts many years; but if left to itself, it is said to live only seventeen years, when it yields seed and dies. It is five years in attaining its full growth.

TABLE NINTH.

Containing an account of the Annunni Palangal (അന്നുണ്ണി പലങ്ങൾ), or those kinds of Cultivation that are not deviable, and which require to be renewed annually.

—o:0:o—

List of Grains, Roots, and Vegetables, that come under the above description.

1. Nellu or Bhatt (നെല്ല്).
2. Tenah (തെന), a black grain.
3. Cholam (ചോളം.)
4. Chama (ചാമ).
5. Waraku (വരക്).
6. Wari (വരി).
7. Muttari (മുത്താറി).
8. Ellu (എള്ള്).
9. Perum Payaru (പെരുമ്പയറ്), a kind of dhal or pulse.
10. Cheru Payaru (ചെറുപയറ്), a species of green gram.
11. Uzshunnu (ഉഴുന്ന്), a species of black ditto.
12. Mutira C o o l-tie (മുതിര).
13. K o o r k a l u (കൂൎക്ക).
14. Chena (ചേന), a species of yam or potato.
15. K i z s h a n g u (കിഴങ്ങ്) yam.
16. K a w a t t u (കാവത്ത്), an other kind of po-tato.
17. Chempu (ചേമ്പ്) another kind of root or yam.
18. Inchi (ഇഞ്ചി) ginger.
19. Manjal (മഞ്ഞൾ) saffron.
20. W a z h u t a n a (വഴുതന) a brin-jal.
21. Kumpalam (കുമ്പളം) pumpkin.
22. Matta (മത്ത) sweet ditto.
23. Chora (ചോര) a water ditto.
24. Patawalam (പടവലം) a long ditto.
25 Kayippa (കയ്പ) a bitter vegetable.
26. Chunda (ചുണ്ട)
27. Amara (അമര) a species of pulse.

28. Tamara (തമര) a species of dhal.
29. Kottamara (കൊത്തമര) another kind of pulse.
30. Cherunarakam (ചെറുനാരകം) a lemon.
31. Wadukappulinarakam (വടുകപ്പുളിനാരകം) a small sour orange.
32. Matalanarakam (മാതളനാരകം) a large sour orange.
33. Urumampazsham (ഉറുമാമ്പഴം) a pomegranate.
34. Kummatti (കുമ്മട്ടി) a water melon.
35. Kaduku (കടുക) mustard.
36. Ulli (ഉള്ളി) onions.
37. Mulaku (മുളക) chilly red pepper.
38. Kadala (കടല) channah.
39. Madhurakkizshangu (മധുരക്കിഴങ്ങ) sweet potato.
40. Mocha (മൊച്ച) a kind of pulse.

In the cultivation of rice, two-thirds belong to the jenmakkaran (ജന്മക്കാരൻ), and one to the pattakkaran (പാട്ടക്കാരൻ), after deducting the seed and all the expenses of cultivation.

The kudiyan (കുടിയാൻ), who takes the pains to cultivate the articles in the foregoing list, seldom thinks of returning the paramba (പറമ്പ) to the jenmakkaran (ജന്മക്കാരൻ), as he expects to reap the produce at a short period. His returns are quick, and are supposed advantageous. On the whole of the articles in this schedule the kudiyan (കുടിയാൻ) pays pattam (പാട്ടം) on the seed sown or planted, after deducting the seed and the expenses of cultivation, by sharing the produce equally with the jenmakkaran (ജന്മക്കാരൻ) excepting in the case of nelli (നെല്ലി). Should however the kudiyan (കുടിയാൻ) wish to give over the paramba (പറമ്പ) in any stage of these cultures, its value is estimated by the seed sown, and the state of the crops of each kind. The kudiyan (കുടിയാൻ) receives on the gross sum twenty per cent. as azshi (അഴി).

In like manner, should the jenmakkaran (ജന്മക്കാരൻ) demand the paramba (പറമ്പ) from the kudiyan

(കുടിയാൻ) when under this species of cultivation, he must pay him the estimated value of the crops and twenty per cent. on that sum as azshi (ആഴി).

The epithet, by which this cultivation is known, describes exactly its nature :—Annunni palangal (അന്നുണ്ണി ഫലങ്ങൾ), Annu (അന്നു) on that time; unni (ഉണ്ണി) eat up; palangal (ഫലങ്ങൾ) plural, profit or gain, meaning that the benefits are eaten up or consumed at the time, or immediately as they are raised.

OF SOIL.

The quality of soil is judged of in Malabar by the following methods. The soil is classed in point of productiveness under three sorts.

First, Pasamakkūr (പശമക്കൂറ്), the highest quality consists of rich clay, but to ascertain its nature they have recourse to the following expedient: they dig a pit about a yard deep, and as much wide. If the soil is of the kind in question, the hole will not receive the earth that was dug out by a considerable quantity. They assert that neither by the pressure of stamping, nor beating with a log of wood, can the hole be made to contain the whole of the earth. This earth will stick to a person's fingers like grease.

Pasama (പശമ).—Pasa (പശ) signifies paste, grease; kur (കൂറ്), kind, relatively considered.

Second, Rasi pasamakkur (രാശിപശമക്കൂറ്), ground of an equal or middling sort. To determine its quality, they dig a hole as before; on returning the earth of this kind of soil into the hole, it will be exactly filled, and appear level with the rest of the field. This earth will also stick to the fingers, but not so adhesively as the first sort

If the jenmakkaran (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) from the kudiyan (കുടിയാൻ), he must pay for every plant at the price of the kollachathn (കല്ലച്ചാത്ത), and, as before, 20 per cent on the entire sum.	If the kudiya… …യാൻ) re… the paramba (പറമ്പ) to the …makkaran (ജന്മക്കാരൻ), he … pay for the trees at the rates i… annexed columns, which is th… tom of Malabar, and likewise … cent. azshi (ആഴി) on the a… of the whole.
0 2 0	0 0 25
0 2 0	0 0 50
0 2 0	0 0 75
0 2 0	0 1 0
0 2 0	0 1 25
0 2 0	0 1 50
0 2 0	0 1 75
0 2 0	0 2 0

Rasi (രാശി), a mixture of earth and sand ; intimating that a portion of these ingredients is united to the rich clay of the former soil. Third, Rasikkur (രാശിക്കൂറ്) a very poor light ground. The same method is followed, but the earth in this experiment, it is said, will not be sufficient to fill the hole. This soil consists of loose sand merely. The epithet, rasikkur (രാശിക്കൂറ്), is descriptive of its poverty.

OF LAND MEASURE.

The following account of the land measure in Malabar is extracted from the book Kanakkusaram (കണക്കുസാരം) or Sastram (ശാസ്ത്രം).

The root of the unit, if it may be so called, of their land measure, is the breadth of a yawam (യവം), which is a species of * opium, or aniseed ; it is called a tora (തോര).

8 Toras (തോരകൾ)	make a wiral (വിരൽ) or 1 & one seventh of an inch.
24 Wirals (വിരൽ)	—— a muzshakkol (മുഴക്കോൽ), or 2 *yards* † 4 inches.
4 Muzshakkol (മുഴക്കോൽ)	—— a dennu (ദണ്ഡു), equal to 3 yards 4 inches
2,000 Dennus (ദണ്ഡു)	—— a kuwidu (കുവിടു), or a Malabar mile.
4 Kuwidus (കുവിടു)	—— a katam (കാതം) or a Malabar koss or league of four miles.

These measures are in use at this day. They are applied to measure a spot of land for a house, for a garden, to ascertain the number of trees that a piece of ground would contain, and, in short, whenever the contents of any given space are desired to be known.

---

* [sic orig.] † Sic orig.: sed qy. "feet."

It is also made use of on an occasion highly important, if the result should be found attended by even a tolerable degree of accuracy. For example: it is desired to discover what quantity of seed may be sown in a certain field. The piece of ground in question measures forty muzshakkol (മുഴക്കോൽ) in length and thirty in breadth; the length multiplied by the breadth; gives twelve hundred. Now by the custom of the country, a tunni (ഉണ്ണി) of seed is allowed for every hundred muzshakkol (മുഴക്കോൽ) = to 16 $\frac{\text{square rods}}{\text{Perukams}}$ of feet each.

DRY OR GRAIN MEASURE.

There was in Malabar in former times an uniform dry measure. It was framed and universally established by the Brahmanar (ബ്രാഹ്മണർ) of the sixty-four gramams (ഗ്രാമങ്ങൾ). It is at present very much corrupted, and the original only retains, in the south-east parts of the province, a small portion of its ancient purity.

The regulations of the Brahmanar (ബ്രാഹ്മണർ) were gradually set aside or altered by the Rajakkanmar (രാജാക്കന്മാർ) in their respective districts, after the time of Perumal (പെരുമാൾ), when the country was divided into different States.

The following is the account given in the Kanakkasara-Sastram (കണക്കസാരശാസ്ത്രം) of the grain measure, as it was originally regulated by the Brahmanar (ബ്രാഹ്മണർ).

360 Grains of paddy	make a chukadu (ചുകടു)
5 Chukadus (ചുകടു)	—— an azshakka (ആഴക്ക), which contains 1,800 grains.
2 Azshakkas (ആഴക്ക)	—— an ozshakka (ഉഴക്ക) or 3,600 grains.

2 Ozshakka (ഒഴക്ക)	—— an Uri (ഉരി) or 7,200 grains.
2 Uries (ഉരി)	—— a cherunazhi (ചെറുനാഴി), or 14,400 grains.
4 Cherunazshies (ചെറുനാഴി)	—— an edangazshi (എടങ്ങഴി) or 57,600 grains.
1½ Edangazshi (എടങ്ങഴി)	—— a tuni (തൂണി) or 86,400.
6 Tunis (തൂണി) & 4 Nazshis (നാഴി)	—— a para (പറ), or 5,76,000.

An Edangazshi (എടങ്ങഴി) is in depth 2¼ wirals (വിരൽ) and in breadth 5½ wirals (വിരൽ). As this grain measure is that most universally in use, its regulation would be the means of fixing a standard for the rest. It is made of the Pilawa (പിലാവ) or jack wood of a round form and fastened or bound with brass. According to the kanakkusastram (കണക്കുശാസ്ത്രം) it ought to contain exactly 57,600 grains or kuzshamanella (കഴമനെല്ല), a species of batty that grows on low lands, and is five months in ripening. Grain is always sold by measurement, and never by weight in Malabar.

CHERUMAR.

The cherumar (ചെറുമർ), although slaves of the soil, and the property of the owners of the land, are distinct from the jenmam (ജന്മം), and may be possessed and sold separately from it.

This caste are said to have been reduced to slavery * in the following manner.

The Brahmanar (ബ്രാഹ്മണർ), when Parasuraman (പരശുരാമൻ) divided amongst them the lands, represented to him, that without assistance they must

* Slavery was abolished by Act V of 1843, and the Cherumar are now turning out industrious, hardworking inhabitants.

11424

remain uncultivated ; accordingly, Parasuraman (പരശു രാമൻ) went in search of the wild people, who at that time inhabited the jungles, collected them, and presented them to the Brahmanar (ബ്രാഹ്മണർ). They were thenceforward considered as jenmam (ജന്മം), and continue to this day to cultivate the lands in Malabar.

The cherumar (ചെറുമർ) are also absolute property—they are part of the live stock on an estate. In selling and buying land, it is not necessary that they should follow the soil : both kinds of property are equally disposable, and may fall into different hands. The cherumar (ചെറുമർ) may be sold, leased, and mortgaged like the land itself, or like any chattel or thing. The jenmakkaran (ജന്മക്കാരൻ) may hire them for pattam (പാട്ടം) or rent, independently of his jenmam (ജന്മം) land, or he may sell them altogether with his estate. The pattam (പാട്ടം) on a cheruman (ചെറുമൻ) is four fanams a year. If they are disposed of on otty (ഒറ്റി), their price is thirty-two fanams. If on the attippettola, (ആട്ടിപ്പെറ്റോല) as jenmam (ജന്മം), forty-eight fanams.

The jenmakkaran (ജന്മക്കാരൻ), by the ancient laws of Malabar, is accountable to no person for the life of his own cheruman (ചെറുമൻ), but is the legal judge of his offences, and may punish him by death if he should appear to deserve it.

The Kollunnawan (കൊള്ളുന്നവൻ) can neither put to death a cheruman (ചെറുമൻ) nor sell him, but he may chastise him.

In the same manner as the soil, the possession of cherumar (ചെറുമർ) was originally confined to a particular class. They were then employed entirely in the labours of agriculture ; but although they were the first and sole cultivators in Malabar, it is not to be imagined that this is the case at present, since

there are many kudiyans (കുടിയാന്മാർ) of all castes, who cultivate their own lands.

THE ORIGIN AMD RIGHTS OF JENMAM (ജന്മം).

The origin of the investiture of landed property in individuals is traced up to the creation of Malabar. It is related in their books, that the right of Jeumam (ജന്മം) was first granted by Parasuraman (പരശുരാമൻ) when he recovered the country from the sea. As it was obtained from the water, it is in commemoration of this circumstance, that on transfer of lands they drink of the element.

Should a jenmakkaran (ജന്മക്കാരൻ) disappear or should there be a paramba (പറമ്പ) without any known owner, and a kudiyan (കുടിയാൻ) believing that it was without a master, settled on it, and made considerable improvements, on the return of the jenmakkaran (ജന്മക്കാരൻ), or on any one producing sufficient proofs that he was the owner of the paramba (പറമ്പ), the kudiyan (കുടിയാൻ) must in that case without dispute accede to the demand, provided the jenmakkaran (ജന്മക്കാരൻ) pays the kuzshikkanam (കുഴിക്കാണം) on the value of the improvements. He is, however, allowed to deduct ten per cent. from the amount for the mistake and the irregularity the kudiyan (കുടിയാൻ) had been guilty of, in presuming to cultivate the paramba (പറമ്പ) without the previous consent of the jenmakkaran (ജന്മക്കാരൻ). This is all the advantage allowed to the jenmakkaran (ജന്മക്കാരൻ), although he may have been absent for several years, and his paramba (പറമ്പ) cultivated during that period for the benefit of the kudiyan (കുടിയാൻ); because it is supposed that he ought not to be so remiss in looking after his property.

If a jenmakkaran (ജന്മക്കാരൻ) commits the crime of rebellion, or any treasonable offence, his jenmam

(ജന്മം) property may be taken possession of by the Rajah (രാജാവ), i. e., it becomes an escheat.

On a jenmakkaran (ജന്മക്കാരൻ) having no legal heir, he may, by his will, leave his jenmam (ജന്മം) to such of his friends or acquaintances as he may think proper; but if he should die intestate, the property becomes a forfeit to the Rajah (രാജാവ).

In disposing of his jenmam (ജന്മം) by will, the testator,* whether of a high or low caste, may select his heir from any caste he pleases.

The jenmakkaran (ജന്മക്കാരൻ) possesses the entire right of the soil, and no earthly authority can with justice deprive him of it. But his right is confined to the property, and he possesses neither judicial nor political authority.

The possession passes however, by descent, in the order established by law, and it is only on the failure of an heir that it is entirely at his own disposal. On that event he is unrestrained, and may leave by will the property to a person of any caste or religion. Like the possession of landed property in Europe, there is reason to think, that in Malabar it was anciently unincumbered by any service. It appears, at first, to have been entirely allodial, and became burdened with conditions to answer the increasing wants of society. These burdens were personal and military. It is but recently that it was subject to any tax. The Rajakkanmar (രാജാക്കന്മാർ), it is true before there was a regular assessment, in proportion to their strength, levied contributions on the landed proprietors. But the jenmakkaran (ജന്മക്കാരൻ) never considered himself under an obligation to support the Rajah (രാജാവ), or to defray the expenses of the state from the produce of his jenmam (ജന്മം). He was liable to serve his country against its enemies,

and for this purpose was obliged to appear when summoned, with the whole of his men from sixteen to sixty years of age. The Rajah (രാജാവ) was obliged to find support for him and his people during their time of service, and whilst the chief performed this regularly, the kudiyans (കുടിയാന്മാർ) were under the necessity of following his standard.

(Signed) A. WALKER.

Calicut, July 1801.

A true copy.

(Signed) T. M. KEATE,

Secretary.

—o:✱:o—

NOTES.

1. Pataram (പടാരം) is the name of the fee paid on this occasion to the Rajah. Patam (പടം), an office, a dignity; aram (ആരം), great; a payment in acknowledgment of the rank of the Rajah (രാജാവ), or possibly of some feudal dependancy on him.

2. When a kudiyan (കുടിയാൻ) returns a paramba (പറമ്പ) held on the tenure kayiwidotti (കൈവിടൊററി), nir mutal (നീർമുതൽ), and ottikkumpuram (ഒററിക്കുമ്പുറം), the jenmakkaran (ജന്മക്കാരൻ) must pay kuzshikkanam (കുഴിക്കാണം), provided the estate has not suffered a greater injury than it has received improvement.

If it has sustained a loss in any particular part of its produce from the neglect of the kudiyan (കുടിയാൻ), or from any cause or accident whatever, and the kuzshikkanam (കുഴിക്കാണം) or improvement will make up that loss, the one is set off against the other; but if there should be no improvement, and the rent di-

minished, the kudiyan (കുടിയാൻ) forfeits a sum, that will yield, at five per cent., an interest equal to the impaired pattam (പാട്ടം); e. g., if the pattam (പാട്ടം) is diminished twenty fanams, the kudiyan (കുടിയാൻ) suffers a deduction of four hundred fanams from the money in the hand of the jenmakkaran (ജന്മക്കാരൻ). The kudiyan (കുടിയാൻ) is exposed to the same forfeit, should the loss have arisen from acts which he could not prevent, and from no fault of his. He is liable to replace the diminished produce therefore, although it may have proceeded from the Rajah (രാജാവു), from war, and from causes of every kind. Should, however, the case be reversed, and the pattam (പാട്ടം) of the paramba (പറമ്പ), by the care of the kudiyan (കുടിയാൻ) is increased to twenty fanams, he has the same claim for reimbursement on the jenmakkaran (ജന്മക്കാരൻ). He would, in this instance, be entitled to receive four hundred fanams, in addition to his original advance. The object in all these examples is to secure a principal, which at the rate of five per cent. will give an interest either to repair the amount lost, or to repay that which has been gained.

As land held by the tenure of higher karanams (കരണങ്ങൾ) is not redeemable but with the consent of the occupier, it is evident that none of the cases at present referred to can occur without the voluntary motion of the kudiyan.

3. The deduction is made in kind from the pattam (പാട്ടം).

4. This interest the kudiyan (കുടിയാൻ) deducts in kind from the pattam (പാട്ടം).

5. Should the jenmakkaran (ജന്മക്കാരൻ), when the period of the azshikkuzshikkanakkaranam (അഴിക്കുഴിക്കാണക്കരണം) has expired, lease the paramba (പറമ്പ) to the same kudiyan (കുടിയാൻ) on pattam (പാട്ടം), it will in that case

undergo an estimation, and the kuzshikkanam (കുഴിക്കാണം) and azshi (അഴി) will be particularized in the new deed. The former will have an interest of five per cent., which the kudiyan (കുടിയാൻ) deducts from the yearly pattam (പാട്ടം); but the interest on the latter will not be paid off until the kudiyan (കുടിയാൻ) quits the paramba (പറമ്പ). It is usual for this lease to last only three years, when the jenmakkaran (ജന്മക്കാരൻ) may possess himself of the paramba (പറമ്പ), and of all its improvements, on paying the kudiyan (കുടിയാൻ) for his kuzshikkanam (കുഴിക്കാണം).

But if the jenmakkaran (ജന്മക്കാരൻ), before the expiration of this agreement, chooses to dispossess the kudiyan (കുടിയാൻ), he must surrender to him the advantages of three years, and make good besides the whole of the kuzshikkanam (കുഴിക്കാണം).

6. If the kudiyirippu (കുടിയിരിപ്പ്) are omitted in the following karanams (കരണങ്ങൾ), the kudiyan is not entitled to be repaid the expense he may have been at in building a house for himself or outhouses for his people and cattle. This insertion is necessary in the deeds kuzshikkanam (കുഴിക്കാണം), verum pattam (വെറുമ്പാട്ടം), panayappattam (പണയപ്പാട്ടം), kanappattam (കാണപ്പാട്ടം), kettiyadakkam (കെട്ടിയടക്കം), and undarutippattam (ഉണ്ടറുതിപ്പാട്ടം).

Vide P.

By observing this precaution, the kudiyan (കുടിയാൻ), whether he offers to return the paramba (പറമ്പ), or the jenmakkaran (ജന്മക്കാരൻ) demands it, must be paid for his buildings.

A similar insertion of kuzshikkanam (കുഴിക്കാണം) must be made in these karanams (കരണങ്ങൾ); otherwise the kudiyan (കുടിയാൻ) would receive nothing on account of his improvements.

In the deeds kayiwida otti (കൈവിടഒറ്റി), nirmuthal (നിർമുതൽ), ottikkumpuram (ഒറ്റിക്കുമ്പുറം) otti (ഒറ്റി), ottik-

kuzshikkanam (കോറിക്കുഴിക്കാണം), and adima jenmam (അടിമജന്മം), no insertion or provision of that abovementioned is necessary. Under any of these tenures, the kudiyan (കുടിയാൻ) may build his house within the paramba (പറമ്പ) by a right inherent in the deed, and must be paid for it, either on the surrender or resumption of the ground. He may further let out the paramba (പറമ്പ) with its buildings to another kudiyan (കുടിയാൻ) on the same condition as he himself holds from the jenmakkaran (ജന്മക്കാരൻ). The repayment of kuzshikkanam (കുഴിക്കാണം) is inseparable from these karanams (കാണങ്ങൾ), and it is secured to the kudiyan (കുടിയാൻ) without any entry being made of the circumstance.

Kudi (കുടി), a habitation; irippa (ഇരിപ്പ), to stay or remain, meaning that the kudiyan (കുടിയാൻ) has permission to build and live within the paramba (പറമ്പ).

There is an agreement, entirely verbal, which provides for the lodging of the poorer kudiyans (കുടിയാന്മാർ), and settles terms on which they may build a house. This agreement, in which no writing whatever is executed, is called karayima (കാരായ്മ).

When the kudiyan obtains a piece of ground for the building of a house, he pays to the jenmakkaran (ജന്മക്കാരൻ) two fanams a year during the period that he inhabits it; before he quits the paramba (പറമ്പ), he ought to give the jenmakkaran (ജന്മക്കാരൻ) a few days' notice of his intention. If the house is built of stone, the kudiyan (കുടിയാൻ) has only a right to carry away what is above the surface of the ground and the roof and the materials. The stones of the foundation and all that is under the earth he cannot touch.

If the wall of the house is built of mud, the kudiyan (കുടിയാൻ) is not authorized to demolish it, nor to

remove it, since it can be of no use to him, but he may take with him the frame of wood or any piece that may be built in the wall, such as window and door frames. The whole of the roofs also belongs to him.

Karaiymma (കാരായ്മ) signifies a right that is to last for ever, alluding to the independent situation of the jenmakkaran (ജന്മക്കാരൻ) and his power derived from the allodial possession to grant another residence on his jenmam (ജന്മം).

8. A cocoa-nut or a betel-nut is also given to the jenmakkaran (ജന്മക്കാരൻ) at the time of presenting the kozshu (കോഴ്), but this is not necessary on letting out rice grounds on pattam (പാട്ടം), when the kozshu (കോഴ്) is sufficient. The present of the cocoa or betel nut is called anubhawam (അനുഭവം); it is meant as an emblem of the enjoyment or benefit the kudiyan (കുടിയാൻ) will reap from the paramba (പറമ്പ). Neither the cocoa-nut nor betel is presented on executing either the azshikkuzshikkanam (അഴിക്കുഴിക്കാണം) or kuzshikkanakkaranams (കുഴിക്കാണക്കരണങ്ങൾ), although they are necessary gifts in every other deed.

The jenmam (ജന്മം) value of a waste or uncultivated jungle spot of seed-land may be ascertained in the following manner :—

9. The first object is to fix the quantity of seed which any given piece of ground will receive. When people appointed for the purpose have determined this circumstance, a pattam (പാട്ടം) is laid on the ground. For instance, suppose that twenty nazshi (നാഴി) of ellu (എള്ള്) or gingelly may be sown in the space in question: then the pattam (പാട്ടം) will amount to forty fanams.

We have now the data to discover the otti (ഒറ്റി) the amount mortgage, or the value of the soil ; for, allowing an interest of five per cent., eight hundred

fanams will exactly produce the pattam (പാട്ടം) of forty fanams. Add half the amount of the otti drawiyam (ഒറ്റിദ്രവ്യം), or four hundred fanams, and we shall have twelve hundred, the full jenmam (ജന്മം) value of the estate.

10. By a similar process, we may ascertain the jenmam (ജന്മം) value of a waste or verum paramba (വെറുമ്പറമ്പ), suited for the planting of trees.

Let us suppose a verum paramba (വെറുമ്പറമ്പ) measures one hundred kols (കോൽ) in length, and as much in breadth. The space of ten kols (കോൽ) is alloted for every cocoa-nut tree. The paramba (പറമ്പ) will then admit one hundred trees to be planted. The kuzshikkanam (കുഴിക്കാണം), of each tree is two fanams; and its amount will be consequently two hundred. On this sum again we must allow twenty per cent, azshi (അഴി), which will give a total of two hundred and forty fanams. Now, eight hundred fanams at five per cent. will yield an interest equal to the pattam (പാട്ടം); therefore, this sum is the otti (ഒറ്റി) of the paramba (പറമ്പ).

But it is customary to deduct the kuzshikkanam (കുഴിക്കാണം) and azshi (അഴി) (two hundred and forty) when the true mortgage or otti (ഒറ്റി) will be reduced to five hundred and sixty fanams.

The half of this amount added to it makes the jenmam (ജന്മം) value.

11. There is grown in Malabar upwards of fifty kinds of nellu (നെല്ലു) or paddy, which have different periods of reaping and sowing, and which are distinguished by the natives for their different qualities. The following is a list of those grains, although not perhaps of the whole, with the season of their sowing, reaping, and time of vegetation.

Names.	Commencement of the sowing season in Malabar.	Corresponding Months in English.	Commencement of the reaping season in Malabar.	English corresponding Months.	Time of vegetation.	On what kind of ground sown.	Number of Crops.
					MONTHS	CULTIVATED.	
1. Cheriya Chitteni (ചെറിയ ചിറ്റേനി)	Minam (മീനം)	March	Karkadakam കർക്കടകം	July	5	Padam land (പാടം)	2
2. Walliya Chitteni (വലിയ ചിറ്റേനി)	do.	do.	do.	do.	5	do.	2
3. Kuruwa (കുറുവ)..	Medam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	do.	2
4. Kazshama (കഴമ).	do.	do.	do.	do.	5	do.	2
5. Ariyankali (ആരിയൻകാളി)	do.	do.	Karkadakam കർക്കടകം	July	5	do.	1
6. Palliyal (പള്ളിയാൽ)	do.	do.	Chingam (ചിങ്ങം)	August	5	do.	1
7. Cheru Palliyal (ചെറുപള്ളിയാൽ) ..	do.	do.	do.	do.	5	do.	1
8. Wattan (വട്ടൻ)..	Minam (മീനം)	March	Karkadakam കർക്കടകം	July	5	do.	2
9. Nawara (നവര).	Medam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	do.	3
10. Wella Chennello (വെള്ള ചെന്നെല്ല്)...	do	do.	Karkadakam കർക്കടകം	July	5	do.	1
11. Chennellu (ചെന്നെല്ല്)	do	do.	do.	do.	5	do.	1
12. Karippali (കരിപ്പാളി).	do	do.	Chingam (ചിങ്ങം)	August	5	do.	1
13. Kali (കളി)	do	do.	do.	do.	5	do.	1
14. Mundakappalli (മുണ്ടകപ്പള്ളി)	Minam (മീനം)	March	Kanni (കന്നി)	September	7	do.	1
15. Choranali (ചോറനാലി)	Medam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	do.	1
16. Ariyiri (അരിയിരി)	Idavam (ഇടവം)	May	Writchikam വൃശ്ചികം	November	7	do.	2
17. Erumakkali (എരുമക്കാളി).	Medam (മേടം)	April	Kanni (കന്നി)	September	6	do.	2
18. Wattantozhinjatu (വട്ടൻതൊഴിഞ്ഞത)	do.	do.	Karkadakam കർക്കടകം	July	4	do.	2
19. Chittariyan (ചിറ്റാരിയൻ).	do.	do.	Kanni (കന്നി)	September	6	do.	2
20. Manalariyan (മണലാരിയൻ)	do.	do.	do.	do.	6	do.	2
21. Karutta Kuruwa (കറുത്തകുറുവ).. ...	do.	do.	Chingam (ചിങ്ങം)	August	5	do.	2
22. Punja Peruwittu (പുഞ്ച പെരുവിത്ത്).	do.	do.	do.	do.	5	do.	3
23. Peruwittu (പെരുവിത്ത്)	do.	do.	do.	do.	5	do.	2
24. Arawattuwattan (അരവത്തുവട്ടൻ) ...	do.	do.	Mithunam (മിഥുനം)	June	3	do.	2
25. Anakkompan (ആനക്കൊമ്പൻ).. ...	Mithunam (മിഥുനം)	June	Makaram (മകരം)	January	8	do.	1
26. Talunadu (തുളുനാട്)..	do.	do.	Dhanu (ധനു)	December	7	do.	2
27. Modan (മോടൻ)..	Medam (മേടം)	April	Karkadakam കർക്കടകം	July	4	Waste, or paramba (പറമ്പ)	1
28. Cherumodan (ചെറുമോടൻ)	do.	do.	do.	do.	4	do.	1
29. Irakan (ഇറകൻ)..	do.	do.	do.	do.	4	do.	1

NAMES.	COMMENCEMENT OF THE SOWING SEASON IN MALABAR.	CORRESPONDING MONTHS IN ENGLISH.	COMMENCEMENT OF THE REAPING SEASON IN MALABAR.	ENGLISH CORRESPONDING MONTHS.	TIME OF VEGETATION.	ON WHAT KIND OF GROUND SOWN.	NUMBER OF CROPS.
					MONTHS	CULTIVATED.	
30. Parampankazshana (പറമ്പൻകഴന) ..	Medam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	Waste, or paramba (പറമ്പ)	1
31. Mala Udumpan (മല ഉടുമ്പൻ)	do.	do.	do.	do.	5	Rocky, or hills.	1
32. Kudawittu (കുടവിത്തു).	do.	do.	do.	do.	5	do.	1
33. Kolliyalan (കൊല്ലിയാളൻ).	Mithunam (മിഥുനം)	June	Makaram (മകരം)	January	8	Cultivated.	1
34. Kuttadan (കുട്ടാടൻ)	Minam (മീനം)	March	Dhanu (ധനു)	December	10	do.	1
35. Tekkankuruwa (തെക്കൻകുറുവ)... ..	Mithunam (മിഥുനം)	June	Makaram (മകരം)	January	8	do.	1
36. Arikkriyali (അരിക്ക്രിയാലി).	do.	do.	do.	do.	8	do.	1
37. Ponnariyau (പൊന്നാരിയൻ)	Karkadakam കർക്കടകം	July	Dhanu (ധനു)	December	6	do.	1
38. Pandi (പാണ്ടി)...	do.	do.	do.	do.	6	do.	1
39. Cheruwattan (ചെറുവട്ടൻ).	Mithunam (മിഥുനം)	June	do.	do.	7	do.	1
40. Waliya Choranali (വലിയ ചൊരണാലി)	Medam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	do.	1
41. Kodanari (കൊടനാരി)	Karkadakam കർക്കടകം	July	Dhanu (ധനു)	December	6	do.	1
42. Cheppikkadan (ചെപ്പിക്കാടൻ).. ...	Mithunam (മിഥുനം)	June	Makaram (മകരം)	January	8	do.	1
43. Kuwalankadan (കവലൻകാടൻ). ..	do.	do.	do.	do.	8	do.	1
44. Mundakappalla (മുണ്ടകപ്പള്ള)	Minam (മീനം)	March	Dhanu (ധനു)	December	10	do.	1
45. Wempala (വെമ്പാല)..	do.	do.	do.	do.	10	do.	1
46. Kumpalwan Wittu (കുമ്പളവൻവിത്തു).	Karkadakam കർക്കടകം	July	do.	do.	6	do.	1
47. Chentar Mannan (ചെന്താർമണ്ണൻ) ..	do.	do.	do.	do.	6	do.	1
48. Waliyettan (വലിയെത്തൻ).	do.	do.	do.	do.	6	do.	1
49. Karikali (കരികാലി)	do.	do.	do.	do.	6	do.	1
50. Ana Champan (ആനച്ചമ്പാൻ)	Mithunam (മിഥുനം)	June	do.	do.	7	do.	1
51. Kuzshiundachampan (കുഴിയുണ്ടച്ചമ്പാൻ)	Karkadakam കർക്കടകം	July	Makaram (മകരം)	January	7	do.	1
52. Ponnariyan (പൊന്നാരിയൻ)	Medam (മേടം)	April	Karkadakam കർക്കടകം	July	4	do.	3
53. Chenchempan (ചെഞ്ചെമ്പാൻ)	Karkadakam കർക്കടകം	July	Dhanu (ധനു)	December	6	do.	1
54. Watti Kulladan (വട്ടിക്കുള്ളാടൻ).. ...	Minam (മീനം)	March	do.	do.	10	do.	1
55. Wikuriyen (വികുറിയെൻ)...	Karkadakam കർക്കടകം	July	do.	do.	6	do.	1
56. Kolli (കൊള്ളി)...	do.	do.	do.	do.	6	do.	1
57. Walliya Kutti (വലിയകുട്ടി)	do.	do.	do.	do.	6	do.	1
58. Ayini (ആയിനി)...	do.	do.	do.	do.	6	do.	1

N. B. There is something singular in the mode of increasing the produce of ariwiri (അരിവിരി) paddy. Three months after it is sown, and has two or three joints, they are separated and planted in a different field, by the hand. Each joint, planted apart from the parent stem, becomes the stock of a new crop, which seldom exceeds two. The cuttings and the original stalk from the seed yield nearly about the same period.

It is asserted, that the time required to ripen by the different species of paddy, is a property of the seed; but although this circumstance may not depend on cultivation, the seed, it is allowed, of each sort, thrives best in a particular situation and soil. In the husbandary of Malabar, they have their stations precisely allotted, and rules prescribed for their amelioration. Thus in the case of the ariwiri (അരിവിരി) paddy, unless the Padam (പാടം), in which it is planted, contains constantly at least one foot of water, it does not prosper. The joint cuttings pay the same pattam (പാട്ടം) as paddy reared immediately from the seed; but the kudiyan (കുടിയാൻ) will save some seed by this method. For he may sow one para (പറ) where he was allowed three, or deduct so much from the produce, and fill up the space with cuttings instead of seed.

The wattikulladen (വട്ടികുള്ളാടൻ) seed is cultivated like the ariyiri (അരിയിരി), although the periods of reaping and sowing are different.

12. E. G., If a kudiyan (കുടിയാൻ) should plant trees on a piece of waste ground, without permission of the owner, the jenmakkaran (ജന്മക്കാരൻ) has a right at any time to dispossess him, on paying for his improvements, after deducting ten per cent. That is, if

the tree should be worth one hundred fanams, the jenmakkaran (ജന്മക്കാരൻ) will only pay ninety fanams.

(Signed) A. WALKER.

A true copy.

(Signed) T. M. KEATE,
Secretary.

A.

The following is an attippettolakkaranam (അട്ടിപ്പെറ്റോലക്കരണം), or deed of sale of freehold, executed on ola (ഓല) in the month of Writchikam (വൃശ്ചികം) of the year 970.

The parampa (പറമ്പ), situated in Calicut, belonging to me, Walia Witil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻരാമൻ), of Calicut, and called Wannan Kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ), bounded on the east by the western limit of Weyilil parrmba (വെയിലിൽപറമ്പ) and on the south extending to the northern fence of Kuniyil paramba (കുനിയിൽ പറമ്പ), whose western boundary reaches to the eastern limit of Madattil paramba (മടത്തിൽപറമ്പ), and its northern limit to the south extremity of Tiri paramba (തിരിപറമ്പ), all within these four limits whatsoever contained, with the knowledge of the sovereigns and inferior kovilagam rajahs (കോവിലകത്തരാജാക്കന്മാര) and of all the vicinity, and of the assembled heirs, having received the full value thereof.—I, Teyan Raman (തെയ്യൻരാമൻ) and my heirs *am* to make over by this writing with the attipper (അട്ടിപ്പെറ്) and nir (നീര്) (or the freehold and the water) thereof. In the same manner Chattoo Komen (ചാത്തുകോമൻ) of Wenattu (വെണാട്ടു) house in Panniyankara desam (പന്നിയങ്കരദേശം) in Parapanad (പരപ്പനാട), has caused to be executed this deed, and the above-mentioned Wannan Kandy paramba (വണ്ണാ-

ൻകണ്ടിപറമ്പ), bounded on the east by the western limit of Weyilil paramba (വെയിലിൽപറമ്പ), and on the south extending to the northern fence of Kuniyil paramba (കുനിയിൽപറമ്പ), the western limit extending to the east boundary of Madattil paramba (മടത്തിൽപറമ്പ), and its northern limit to the southern extremity of Tirip-paramba (തിരിപ്പറമ്പ), all within these four limits, whatsoever contained, is, with the knowledge of the sovereigns and inferior kovilakams (കോവിലകങ്ങൾ) and all the vicinity and heirs present, the full value thereof having been paid, with the attipper (അട്ടിപ്പേറ്) and nir (നീറ്) thereof, to be received by the said Chattu (ചാത്തു) and his heirs.

To the voluntary grant on the above-written terms of this attippettolakkaranam (അട്ടിപ്പെട്ടോലക്കരണം) and to the receipt thereof on the same terms, is witness the writer, Attikottu Shankaran (അത്തിക്കോട്ടു ശങ്കരൻ), who is privy to the transaction.

B.

Kayiwidayottiyolakkaranam (കയിവിടയൊറ്റിയോലക്കരണം) written in writchikam (വൃശ്ചികം) of the year 970.

I, Waliyawittil Teyyan Raman (വലിയവീട്ടിൽ തെയ്യൻ രാമൻ), of Calicut, am to receive on loan from Chattu Koman (ചാത്തു കോമൻ) of Wennattu (വെന്നാട്ടു) house in Panniyankara desam (പന്നിയങ്കരദേശം) of Parappanad (പരപ്പനാട) the full and just sum of 1001 new wirarayan panam (വീരരായൻപണം) in consideration of which sum of 1001 fanams is to receive by written deed of conveyance on kayiwidayotti (കൈവിടയൊറ്റി) the said Wannankandi paramba (വണ്ണാൻകണ്ടി പറമ്പ).

In the said manner it is mutually agreed to grant and receive on kayiwidayotti (കൈവിടയൊറ്റി) this paramba (പറമ്പ) by written deed, to which the writer hereof

Wengalil Konti Krishnan (വെങ്ങലിൽ കോന്തി കൃഷ്ണൻ), who was privy to the transaction, is a witness.

C.

Ottikkumpuram olakkaranam (ഒറ്റിക്കുമ്പുറം ഓലക്കരണം) written in the month of Writchikam (വൃശ്ചികം) 970.

1 Waliyawittil Teyyan Raman(വലിയവീട്ടിൽ തെയ്യൻരാമൻ) of Calicut, having received on loan, from Chastukkoman (ചാത്തുക്കോമൻ)of the Wennattu (വെണ്ണാട്ടു)family in Panniyankaradesam (പന്നിയങ്കരദേശം) of Parappanadu (പരപ്പനാട) the full sum, without any deduction,of 201 new wirarayan panam (വീരരായൻപണം) for this consideration of 201 fanams, am to give my paramba (പറമ്പ) called Wannankandy (വണ്ണാൻകണ്ടി) situated in Tottumuly desam (തൊട്ടുമ്മുഴിദേശം) in Calicut, by writing, on ottikkumpuram (ഒറ്റിക്കുമ്പുറം) in the same manner the above written Chattu Koman(ചാത്തുക്കോമൻ) having paid this sum of 1 201 panam is to receive the Wannankandi paramba (വണ്ണാൻകണ്ടി പറമ്പ) by writ'en deed on ottikkumpuram (ഒറ്റിക്കുമ്പുറം).

In the above manner it is mutually agreed to grant and receive by writing the said Wannankandi paramba (വണ്ണാൻകണ്ടിപറമ്പ), on ottikkumpuram (ഒറ്റിക്കുമ്പുറം), to which the writer of this deed, Walikattu Chantu Raman (വലികാട്ട ചന്തു രാമൻ) is witness, being privy to the transaction.

D.

Nir mutal olakkaranam (നീർമുതൽ ഓലക്കരണം), executed in the year 970, and month of Writchikam (വൃശ്ചികം).

To obtain the loan of 201 new virarayan fanams (വീരരായൻപണം), which precise sum Chattu Raman (ചാത്തുരാമൻ) of Wennattu (വെണ്ണാട്ടു)house, Panniyankara

desam (പന്നിയങ്കരദേശം) of Parappanad, (പരപ്പനാട) has brought in hand,—I Waliya Wittil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻ രാമൻ), of Calicut, for this consideration of 201 fanams, am to grant, by written deed of conveyance, the paramba (പറമ്പ) belonging to me in Tottamuli desam (തൊട്ടമുളിദേശം), and called Wannan Kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ) on kayiwida (കൈവിട), ottikkumpuram (ഒറ്റിക്കുമ്പുറം), nir mutal (നീർമുതൽ). In this manner, Chattu Koman (ചാത്തുകോമൻ) is to receive the said Wannan Kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ), having paid these 201 fanams, by deed of writing on kayiwida (കൈവിട), ottikkumpuram (ഒറ്റിക്കുമ്പുറം), nir mutal (നീർമുതൽ).

On the above term it is agreed to give over this paramba (പറമ്പ) on nir mutal (നീർമുതൽ), on the one part, and to receive it by writing on the other; witness Karampattu Krishnan Wasu Nambi (കാരമ്പറ്റ കൃഷ്ണൻവാസുനമ്പി), the writer hereof, who was privy to the circumstance of the transaction.

E.

This kanappattayolakkaranam (കാണപ്പാട്ടയോലക്കരണം)
or deed of lease on pattam (പാട്ടം), is executed
in the month of Writchikam (വൃശ്ചികം)
of the year 970.

I, Waliya Wittil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻ രാമൻ), am to lease, by deed of writing, Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) situated in Calicut and belonging to the Waliya Wittil Teyyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), the pattam (പാട്ടം) of which is fixed at fifty fanams,—and thence deducting 25 fanams, the interest of 501 fanams kanam (കാണം) money, received agreeable to the laws of pattam (പാട്ടം) for 25 fanams,—which I agree to take as the yearly rent, and upon these terms, namely, at 50 fanams pattam (പാട്ടം),—but deducting the interest of 501 panam according to the laws of pattam (പാട്ടം) fanams 25,—

at the annual sum of 25 fanams, which Chattu Komen (ചാത്തുകോമൻ), inhabitant of Wennat (വെണ്ണാട്ട്) house, Panniyankara desam (പന്നിയങ്കരദെശം), of Parappanad (പരപ്പനാട), agrees to pay ; he is to receive by written deed, this paramba (പറമ്പ). To the above lease, so by this writing conveyed, and to the receipt thereof as aforesaid, the writer of this, Wariyan Wittil Raman Ichu (വാരിയൻ വീട്ടിൽ രാമൻ ഇച്ചു), who is acquainted with the circumstances, is witness.

F.

This is a panayappattakkaranam (പണയപ്പാട്ടക്കരണം), executed on ola (ഓല), in the month of Writchikam (വൃശ്ചികം) 970.

Having received on loan, from the hands of Tatchu Raman (താച്ചുരാമൻ) of Wennattu (വെന്നാട്ടു) house, Panniyankara desam (പന്നിയങ്കരദേശം) of Parappanad (പരപ്പനാട്) the just sum of five hundred new virarayan fanam (വീരരായൻപണം), I, Raman Kumaran (രാമൻകുമാരൻ), of Madattil (മടത്തിൽ) house, of Panniyankara desam (പന്നിയങ്കര ദേശം), in Parappanadu (പരപ്പനാട), for this value received of 500 fanam, given over my paramba (പറമ്പ) situated in Calicut, called Waliawittilparamba(വലിയവീട്ടിൽപറമ്പ),estimated at the yearly pattam (പാട്ടം) of fifty fanams, from which deducting twenty-five fanams, the amount interest of the loan, the remainder twenty-five fanams,is to be given as pattam(പാട്ടം)and so received by me. In this manner it is settled, and the deed drawn up by Sankarattayan Wasu Nambi (ശങ്കരത്തയ്യൻവാസുനമ്പി).

G.

Werum pattayolakkaranam (വെറുംപാട്ടയോലക്കരണം) or deed of lease on pattam (പാട്ടം), executed upon ola (ഓല), in the month of Writchikam (വൃശ്ചികം) of the year 970.

To the lease by Waliya Wittil Teyan Raman (വലിയവീട്ടിൽ തെയ്യൻ രാമൻ), by deed of writing, of Wannan

Kandi paramba (വണ്ണാൻ കണ്ടി പറമ്പ), belonging to the Waliya Witil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻരാമൻ), of Calicut, at fifty fanams for one year as pattam (പാട്ടം), after allowing for the expenses of cultivation as customary in the desam (ദേശം), and to the receipt by written deed, of this paramba (പറമ്പ) on these terms,—namely, fifty fanams for one year, after deducting the customary charges of cultivation in the desam (ദേശം) as pattam (പാട്ടം), by Chattu Komen (ചാത്തുകോമൻ), inhabitant of Wenat (വെണ്ണാട്) house, in the desam (ദേശം) of Parappanad (പരപ്പനാട്); to the granting of this lease by written deed, and to the receipt thereof in writing, by mutual consent, on the aforesaid terms of fifty fanams pattam (പാട്ടം), the writer of this deed, Palakal Konti Sankaran (പാലക്കൽ കോന്തി ശങ്കരൻ), is witness acquainted with the circumstances.

H.

Undaruti pattayolakkaranam (ഉണ്ടരുതി പാട്ടയോലക്കരണം) written in the month of Writchikam (വൃശ്ചികം) 970.

Tanniyadattu Shekharan Teyan (താന്നിയെടത്ത ശേഖരൻ തെയ്യൻ), having produced in hand 101 new wirarayan fanams (വീരരായൻ പണം) neither more nor less, in order to borrow this sum, I, Mulayil Konti Umpitchi (മുലയിൽ കൊന്തിഉമ്പിച്ചി), for this consideration of 101 fanams, when paid, am to give over, by deed of writing for four years, my paramba (പറമ്പ) called Kallida (കല്ലിട), in Panniyankaradesam (പന്നിയങ്കരദേശം), the pattam of which is determined at twenty-five fanams per annum. In this manner Shekharan Teyan (ശേഖരൻതെയ്യൻ), having paid 101 fanams, is to receive, by written deed of conveyance for four years as undarutti (ഉണ്ടരുതി).

In the above manner it is mutually agreed, to lease and to take the paramba (പറമ്പ), to which is witness Walli Kattu Konti Sankaren (വള്ളികാട്ടു കൊന്തി ശങ്കരൻ), the writer hereof.

I.

Otti Ola Karanam (ഒറ്റിയോലക്കരണം), executed in the month of Writchikam (വൃശ്ചികം) 970.

I, Walia Witil Teyan Komen (വലിയ വീട്ടിൽ തെയ്യൻ കോമൻ) of Calicut, am to borrow and receive from Chattoo Komen (ചാത്തുക്കോമൻ) of Wennat (വനാട) house, in Panniyankaradesam (പന്നിയാങ്കരദെശം) of Parappanad (പരപ്പനാട), the full and exact sum which he has in hand, of one thousand and one new wirarayan fanams (വീരരായൻപണം); for this consideration of 1,001 fanams, I am to give in writing on otti (ഒറ്റി), my paramba (പറമ്പ) called Wannan Kandi (വണ്ണാൻകണ്ടി), situated in Tottamulidesam (തൊട്ട മുളി ദേശം), in Calicut. In this manner the said Chattu Komen (ചാത്തുകൊമൻ) having given these 1,001 fanams, is to receive by deed of conveyance, the said Wannan Kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ) on otti (ഒറ്റി). To this mutual agreement to grant and receive the said Wannan Kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ) on otti (ഒറ്റി) as above-conditioned, is witness Wengalil Raman Unniri (വെങ്ങാലിൽരാമൻ ഉണ്ണിരി), the writer hereof, who was privy to the transaction.

K

Ottikkuzshi, or kuzshikkana olakkaranam (ഒറ്റി കുഴിക്കാണോലക്കരണം), written in the month of Writchikam (വൃശ്ചികം) 970.

Chattu Koman (ചാത്തുകൊമൻ) of Wenat (വെനാട), house Panniyankaradesam (പന്നിയങ്കര ദേശം),

in Parappanad (പരപ്പനാട്), having produced in hand 1,001 new Wirarayan fanams (വീരരായൻ പണം), this full and just sum I, Waliya Witil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻരാമൻ), of Calicut, am to receive on loan, in consideration of which sum of 1,001 fanams Waliya Witil Teyan Raman (വലിയ വീട്ടിൽ തെയ്യൻ രാമൻ), I am to grant on ottikuzshikkanam (ഒററിക്കുഴിക്കാണം), by deed, of writing, my paramba (പറമ്പ) situated in Totumuli desam (തൊട്ടുമുളി ദേശം), in Calicut, called Wannan Kandi (വണ്ണാൻകണ്ടി). In the same manner Chattu Koman (ചാത്തുകോമൻ), having paid the sum of 1,001 fanams, is to receive by written deed the said Wannan Kandi paramba (വണ്ണാൻകണ്ടി പറമ്പ) on ottikkuzshikanam (ഒററിക്കുഴിക്കാണം).

To the mutual agreement to grant and receive by written deed of conveyance, on ottikuzshikkanam (ഒററിക്കുഴിക്കാണം), this paramba (പറമ്പ) is witness, Pallippadattu Koru Raman (പള്ളിപ്പാടത്തു കൊരു രാമൻ), the writer of the deed and privy to the transaction.

L.

This adimayolakkaranam (അടിമയോലക്കരണം) is

written in the month of Writchikam

(വൃശ്ചികം) of the year 970.

To the grant on adima (അടിമ) of Elampilamkandi paramba (എളമ്പിലാങ്കണ്ടിപറമ്പ), belonging to me Irawi Itti Teyan (ഇരവി ഇട്ടി തെയ്യൻ) of Tammappanikkar (തമ്മപ്പണിക്കർ) house, by this deed of writing, and to the taking by deed of writing, on this tenure, of Elampilamkandi paramba (എളമ്പിലാങ്കണ്ടിപറമ്പ) by Callada Sankaren Teyan (കല്ലടശങ്കരൻതെയ്യൻ), to the grant and acceptance by mutual consent, on these terms of adima (അടിമ) is witness, Pallikel Sankari Koni പള്ളിക്കൽ ശങ്കരി കൊന്തി) the writer.

M.

Kettiyadakkam pannayam (mortage) olakkaranam (കെട്ടിയടക്കം പണയോലക്കരണം), executed in the month of Writchikam (വൃശ്ചികം) 970.

Kunnatti Kandukkumaran (കുന്നത്തികണ്ടുകുമാരൻ), having produced the exact sum of 101 fanams, new wirarayan (വീരരായൻ), in order to receive which sum on loan, I, Kolankarakkandi Kanku Krishnan (കോലങ്കരക്കണ്ടികങ്കുകൃഷ്ണൻ), for this consideration of 101 fanams, when paid, I agree to give, in writing, the produce of my paramba (പറമ്പ) called Chettad (ചെട്ടാട), for one year, as a pledge for the yearly interest, being ten fanams, making ten fanams per annum. In the same manner, Kandu Kumaran (കണ്ടുകുമാരൻ) agrees to accept in writing of the produce of Chettada paramba (ചെട്ടാടപറമ്പ), in pledge for one year for the interest, being ten fanams of the rate of ten per cent. per annum.

In the same manner it is mutually agreed, that on the day on which these ten fanams interest due shall fail to be paid, the paramba (പറമ്പ) shall be taken possession of and cultivated at the pattam (പാട്ടം) or rent of ten fanams for a year as kettiyadakkam (കെട്ടിയടക്കം), (or seized and taken possession of). To this lease and acceptance by writing, with mutual consent, the writer hereof, Kateyatt Teyan Koman (കടയാട്ടതെയ്യൻകോമൻ), who was privy to the transaction, is witness.

N.

The following is an azshikkuzshikkanakkaranam അഴിക്കുഴിക്കാണക്കരണം).

This is a deed of enclosure and tree cultivation, executed upon an ola (ഓല) in the 'month of karkkadakam (കർക്കടകം) of the year 976 of the Kollam (കൊല്ലം)

Era, between Yariachan Nambara (യാറിയാച്ചൻ നമ്പര) of Elieyedam (എളിയെടം) at Calicut, the Executor of this, disposes of his paramba (പറമ്പ) called Chakitta kandi (ചകിട്ട കണ്ടി) in Periyedam desam (പെരിയെടം ദെശം) upon the enclosure and tree cultivation tenure, and Tirumatappally Irami Raman (തിരുമടപ്പള്ളി ഇറാമി രാമൻ), the receiver on the same terms of the aforesaid Chakitta kandi paramba (ചകിട്ട കണ്ടി പറമ്പ), situated in the Periyedam desam (പെരിയടം ദെശം) between whom it is mutually agreed that the sum of one hundred fanams for the expense of enclosing (in the first instance) the paramba (പറമ്പ) together with that of all charges of repairs from this date, and the value that may be set on the cultivation agreeably to the custom of the desam (ദെശം). In witness to the execution of and acceptance of which double tenure of enclosure and tree cultivation, this was written by Achariatta Teyan Raman (അച്ചാഴിയത്തതെയ്യൻരാമൻ).

O.

This deed of lease on kuzshikkanam (കഴിക്കാണം) is written on ola (ഓല) in the month of Writchikam (വൃശ്ചികം) 970.

The paramba (പറമ്പ) called Wannankandi, in Calicut, belonging to me, Wittil Teyan Raman (വീട്ടിൽ തെയ്യൻരാമൻ) I am to lease on kuzshikkanam (കഴിക്കാണം) for the purpose of planting fruit-trees: by this deed of writing and on these conditions of kuzshikkanam (കഴിക്കാണം) for the purpose of planting fruit-trees, is the said Wannankandi paramba (വണ്ണാൻകണ്ടി പറമ്പ) to be taken by deed of lease by Chattu Raman (ചാത്തുരാമൻ) inhabitant of Wenattu (വെണാട്ടു) house, Panniyankara desam (പന്നിയങ്കരദെശം) of Parappanad (പരപ്പനാട), on this condition, that whatever fruit-trees are planted within this ground, their value and charges of cultivation it is agreed shall be paid for according to the custom of the desam (ദെശം). To the granting of this

written lease, and the acceptance thereof with consent of both parties, is witness the writer, Padikal Madawan Gowindan (പടിക്കൽ മാധവൻ ഗോവിന്ദൻ), who was privy to the transaction.

P.

Kudi irippu kuzshikkana ola karanam (കുടിയിരിപ്പു കുഴിക്കാണമോലക്കരണം) written in the month of Writchikam (വൃശ്ചികം) 970.

I am to grant on lease for kuzshikkanam (കുഴിക്കാണം) and kudiyirippu (കുടിയിരിപ്പു) (or for bringing into cultivation and residence on the ground) Wannan kandi paramba (വണ്ണാൻകണ്ടിപറമ്പ), in Calicut, belonging to the Walia Wittil Teyan Raman (വലിയവീട്ടിൽ തെയ്യൻരാമൻ), and on the same terms, Chattu Koman (ചാത്തുകോമൻ) of Wenattu (വെണാട്ടു) house, Panniyankara desam (പന്നിയങ്കരദേശം) in Parappanad (പരപ്പനാട) is to take this said paramba (പറമ്പ) for kudiyirippu (കുടിയിരിപ്പു) and kuzskikkánam (കുഴിക്കാണം) jointly, that is to say, whatever number of fruit-trees may be planted, their value and expenses for improvement shall be paid for according to the custom of the desam (ദേശം) without dispute. To the granting and acceptance of this lease mutually by writing Edattil Kesawan Raman (എടത്തിൽ കേശവൻരാമൻ) the writer of this is witness, and privy to the transaction.

Q.

Panayappaatakkuzshikkanam kudiyirippolakkaranam (പണയപ്പാട്ടകുഴിക്കാണം കുടിയിരിപ്പോലക്കരണം), written in Writchikam (വൃശ്ചികം) 970.

Having borrowed and received from Chattu Komen (ചാത്തുകോമൻ), of Wenattu (വെണാട്ടു) house, Panniyankaradesam (പന്നിയങ്കരദേശം), in Parappanadu (പരപ്പ

നാട), the exact sum of 501 old wirarayan fanams (വീരരായൻപണം) I, Waliya Wittil Teyan Raman(വലിയവീട്ടിൽതെയ്യൻരാമൻ) of Calicut, for the said consideration of 501 fanams, lease the paramba (പറമ്പ) called Wannan kandi (വണ്ണാൻകണ്ടി) situated in Calicut, by deed of writing for one year, at fifty fanams pattam ; and on the same terms, the aforesaid Chattu Koman (ചാത്തുകോമൻ) is to receive, by written deed, the said Wannankandipparamba (വണ്ണാൻകണ്ടിപറമ്പ) at fifty fanams pattam (പാട്ടം), having advanced the sum of 501 fanams kanam (കാണം) being the value of the pattam (പാട്ടം), and thence deducting the interest of the sum of five hundred and one fanams, being fanams twentyfive, the remainder twenty five fanams, I Teyan Raman (തെയ്യൻരാമൻ)agree to receive as pattam (പാട്ടം)and on these terms Chattu Koman(ചാത്തുകോമൻ)accepts the lease. In the same manner it is agreed to pay for any fruit-trees, which may be planted in the said paramba (പറമ്പ) their value and expenses of cultivation, according to the custom of the desam (ദേശം). To the granting of this lease, and to its acceptance the writer of the deed, Attikkottu Chattu Raman (അത്തിക്കൊട്ടു ചാത്തുരാമൻ) is witness and privy to the transaction.

N. B. It is the custom of Malabar, when the sum is in even numbers, to add one more to the writing or deed. Thus, if the sum is 10, 20, 50, or 100, it will appear in the karanam (കരണം) as 11, 21, 51, 101 ; but if the real sum should be itself an odd number, it is inserted without any addition.

(Signed) A. WALKER.

True Copies.

(Signed) T. M. KEATE,
Secretary.

1. It has long been known that the soil in Malabar is the inheritance of individuals, and held by

various tenures, which are not sufficiently understood. This state of property must have a great influence on society, and has probably had a secret, but powerful, operation in producing many of the events that have marked the administration of the Province. The public revenue will be affected, and that in no slight degree, by the same cause.

2. The laws and customs, which accident or choice may establish for the domestic regulation of different nations, contain the most useful portions of History. Those laws are the most curious and important that ascertain the rights and property of individuals. It has been remaked, that security in the property of land is the first step towards a civilized state of society. This circumstance appears, at a very remote period, to have engaged the attention of the legislators of Malabar. It would be impossible, at this time, to establish the era, when land in this country became the peculiar possession of individuals, but there is every appearance that it is of great antiquity. The grateful sense of mankind has been in all ages disposed to derive from the particular interposition of heaven those benefits which they held most estimable. By consigning them to times long past they are made more venerable. Accordingly, their fabulous history makes the proprietary of land in Malabar coeval with its creation, which the inhabitants believe was submersed under the ocean, until the power of Parasuraman (പരശുരാമൻ) made the waters retire.

3. It would be needless and unprofitable to examine this fictitious portion of Malabar History. They say, however, that the creation of Malabar by Parasuraman (പരശുരാമൻ) took place towards the end of the Kritayugam (കൃതയുഗം), when the life of man yet extended to 100,000 years. In the Treta-yugam (ത്രേതയുഗം), which succeeded, Parasuraman (പരശുരാമൻ) divided the land amongst the Brahmins (ബ്രാഹ്മണർ)

At a subsequent period, under his divine authority the book Wyawaharam (വ്യവഹാരം) was completed by the united labours of the Brahmans (ബ്രാഹ്മണര്) belonging to the sixty four gramams (ഗ്രാമങ്ങള്). In process of time, the Kshatriyas (ക്ഷത്രിയര്), the Sudras (ശൂദ്രര്), and the rest of of the castes were permitted the possession of landed estate. A knowledge of laws that respected this kind of property was at first only necessary for the Brahmans (ബ്രാഹ്മണര്), but as the benefit became more diffused, and men became more corrupted, it was indispensable to restrain them by Regulations. The Brahmans (ബ്രാഹ്മണര്) performed this service by translating from the Sanscrit (സംസ്കൃതം) into the vernacular tongue the book Wyawaharam (വ്യവഹാരം), an event which happened precisely 4,002 years ago. It is from this code, that the karanams (കരണങ്ങള്) at the end of the account of Malabar tenures have been extracted and copied.

4. Thus much is certain, that in no country in the world, is the nature of the species of property better understood than in Malabar, nor its rights more tenaciously maintained. It is probable from the preceding account, that the possession of jenmam (ജന്മം) land was originally unalienable, and confined to one or two castes. At present, however, any person, possessed of money may become a purchaser of jenmam (ജന്മം). It is still more probable, that this possession was exempted from any direct burden except military service. There appears to have been no regular tax anterior to the Mahommeden invasion. The rajahs (രാജാക്കന്മാര്) were supported by the produce of their own lands, and by certain fugitive forfeits or immunities, which were more singular than advantageous. In cases of public necessity, they might have recourse to the voluntary or constrained assistance of their subjects; but their power was very limited, and it was seldom they could command more from a jealous and discordant aristocracy than a short personal service.

5. It is obvious from the subsequent narrative, and from the tenour of the karanams (കരണങ്ങൾ), that considerable provision has been made in Malabar for the security of landed property. Its limits and rights are accertained in almost every situation, with no small degree of exactness. There is great attention paid to protect it against encroachment, and to preserve all its privileges inviolate. In all the stages of conveyance, the most watchful, jealousy is observable to prevent the possession being loaded with additional engagements, and to save it from total alienation. The conditions of each step are the subject of a new writing in which they are recorded with precision. The allodial right is the last parted with. The final act, which is to make a complete transfer of the land and its privileges, must be executed before a number of witnesses, with the consent of the heir, with the knowledge of the Sovereign, and concluded by an impressive ceremony. The whole cannot fail to convince us of the high estimation in which this species of property was held in Malabar. It must also prove the early and positive rights that attended it, for nothing so likely as an ancient origin could render honorary privileges hereditary and valuable. It is more than probable that they supported some political consequence in the State.

6. In the inferior tenures, which only convey a temporary possession, there appears an equal attention to the interests of the proprietor and of the tenant. While the cultivator is severely punished for any loss in the produce sustained by his neglect, he is fully rewarded for his improvements. By a wise provision, the kudiyan (കുടിയാൻ) is fined when he returns, before the period of his lease expires, his paramba (പറമ്പ) into the hands of the Jenmakkaran (ജന്മക്കാരൻ). The Jenmakkaran (ജന്മക്കാരൻ) suffers a similar mulct, when he deprives his kudiyan (കുടിയാൻ) by an untimely resumption of the lease. The heavy

penalty attending this at the season of produce is next to a prohibition. The tenure, by which waste lands are brought into cultivation, holds out no small inducement to industry.

7. It is deserving of remark, that few or none of these tenures are simple. They unite almost in every case, the consideration of mortgage and rent. In this instance, they discover that distrust and want of confidence peculiar to infant societies, when a pledge is the most natural security for property,—another proof of the great antiquity of these institutions.

It is also curious and not uninstructing to remark some extraordinary instances of correspondence between the feudal system of Europe and the customs established in Malabar.

This similar state of property seems to have had the same effect on the political form of the governments; and Malabar was divided into a variety of jarring and rebellious aristocrasies, presenting almost the same scenes as distinguished and disturbed Europe in the middle ages.

8, Slaves were employed in cultivating the ground in both countries; formerly in Europe, and at this day in Malabar, sold in the same manner as other property. The power of their owners, in either situation, was equally absolute over their persons and property.

The Cherumar in Malabar is not in a worse condition than the serf, the adscripti glebæ, and the villain who ploughed the fields of England.

9. It is likewise the case in Malabar, as it is still in some parts of Europe, that land, after the mere property of it is gone, continues to acknowledge the feudal

rights of a superior. The possessor is bound to perform certain services; he attends the jenmakkaran (ജന്മക്കാരൻ) into the field, he appears on nuptial celebrations, and he presents his offering at the feast of Onam (ഓണം). But this feudal state of subordination is gradually diminishing, and we may with confidence indulge an agreeable reflection that it will in time be extinguished by the continuance of an impartial and strict administration of justice.

10. The frequent transfer of landed property is undoubtedly unfavourable to its improvement. It is suspected, that a large proportion of the land in Malabar is mortgaged: but before any final judgement can be found of this circumstance, it would be necessary to know under what tenure the mortgage is held; for we shall see by the annexed account that some of the deeds considered under that term make an indefinite transfer of the property; and that all of them impose considerable difficulty to the violent, or abrupt resumption of the soil from the immediate cultivator. Our degree of alarm, perhaps, will be diminished on this head, when we consider the general property of the landowners, who are commonly *incapable* of releasing an estate, which they have mortgaged; many of the mortgages in Malabar, it is likely from this circumstance, will last in æternum.

There is, however, no doubt, that the facility of mortgage has a pernicious effect in Malabar, and it is the duty of a provident Government to restrain this mode of encumbering land, or to put it under such regulations as may prevent the least injury possible to agriculture. The necessitous state of many of the Jenmakkars (ജന്മക്കാർ) will dispose them to raise money on their estates.

The Mapillas (മാപ്പിളമാർ), who have a greater command of cash than any other class, are constantly on

the watch to take advantage of the wants and the indiscretion of the original proprietors. That crafty people, there is reason to suspect, have recourse to tricks and unfair expedients. The deceits they put in practice are greatly favoured by the privacy and obscurity, in which the transactions in question are concluded.

11. In the time of the rajahs (രാജാക്കന്മാർ) none of the higher karanams (കരണങ്ങൾ) could be executed without their knowledge ; a deed of sale required to be confirmed with their certificate. The register of mortgages in the collector's cutcherry is also a regulation of the Company's Government, but it is little attended to, as there is no penalty annexed to a disobedience of the order.

It may again be renewed and extended to all karanams (കരണങ്ങൾ) or written deeds respecting landed property. It should be declared at once, that deeds executed without this formality will be in future illegal ; that the person who advances money, without complying with this regulation, shall be liable to forfeit it; and that neither of the parties will be allowed to prosecute, or to avail themselves in any shape, of an instrument thus irregularly executed.

I have proposed, that the severity of this law should rather fall on the money-lenders than on the necessitous proprietor of land, for reasons which must be obvious ; but if the entire loss of the mortgage should appear too great a punishment, it will be easy for government to adjudge the guilty party to suffer such a fine, as may secure obedience to the regulation. It would be of advantage to prescribe the form and words of each particular deed.

This was fully provided for by the ancient written laws of Malabar ; but in the course of time, de-

viations have been admitted, and local usages introduced, by which means, in different districts different practices prevail.

12. It is presumed, that it would not be a difficult matter to restore and enforce an uniformity in this particular. Such a regulation would give additional security to property. It would simplify the transaction, and render legal decisions far less intricate than they are at present.

The deeds that accompany the present address will be found to meet almost every condition, in which landed property can be placed. They are not loaded with local usages, as they are extracted from the original code of laws, and may perhaps be adopted with advantage, for the universal usage of Malabar.

13. The inhabitants of Malabar confirm the most common transactions by written agreements; whether this betrays a want of integrity in their character, or a want of confidence in each other, I shall not at present examine; but it must have arisen from insecurity of some kind, and we may possibly be able to discover this in the constitution of their government, consisting of a variety of independent states, which, putting it in the power of the debtor to pass easily from one jurisdiction to another, the creditor stood peculiarly in need of a record.

14. The want of correct information of the deeds, that relate to the conveyance of landed property in Malabar, has been long felt as a desideratum. It was desirable, that the nature and powers of the various tenures should be precisely known, for without that knowledge, how is it possible to decide accurately in cases of property, which must be determined by the written law of the country, and when that fails, by custom and radition? It is evident that without this information tsome of the most essential objects of government and of justice can be but improperly obtained.

To supply this deficiency, there is no scarcity of materials in Malabar. There are, in many cases, written and known laws; where this is otherwise, the customs of the country, which must be the rule of judgements in our courts, may be ascertained from intelligent natives. The customs have been preserved with amazing exactness, considering the lapse of ages, and the revolutions to which they have stood exposed. At this moment I believe them superior to the loose traditionary code of any other people.

My attention was at first turned to the subject of the tenures by which land is possessed in Malabar, from motives of private curioisty only; I have been since led to give it a more particular consideration, and have conceived that the result of my inquiries may be useful in the administration of justice, and may incite others to prosecute an examination which is far from being exhausted. I have been at some pains to ascertain the truth, and although I am not aware of any errors, I can hardly flatter myself that there are not some. It may appear, that I have attached too much importance to etymology; but an attention to this circumstance sometimes assists in explaining things, as well as tracing the origin of words. I submit this performance with great diffidence; but if it shall be found to increase a little the knowledge of the customs of a people which are by no means sufficiently known, and which it is absolutely necessary the local administration should be acquainted with, I am well repaid.

(Signed) A. WALKER.

A true copy.

(Signed) T. M. KEATE,
Secretary.

44044

Calicut, 20th July, 1801.